Terms & Conditions for Marketing Affiliates ("Affiliates") of DYNAMITE-TRAFFIC

BETWEEN:

(1) FOXX ENTERTAINMENT LTD a company registered in British Virgin Islands (no 2088972) and with a registered address at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands, ("FOXX PARTNERS") also including any related companies within the FOXX ENTERTAINMENT LTD ("FOXX PARTNERS"); and ("DYNAMITE TRAFFIC").

(2) Affiliate, whose details are those submitted on the "Application" page of the Affiliate Program Website when the Affiliate applied to join the affiliation program.

Each being a "Party" and collectively "the Parties".

Details	
Commencement Date	The date that DYNAMITE TRAFFIC advises the Affiliate in writing that it has accepted the Affiliate's application to join the affiliation program submitted through the Affiliate Program Website.
Applicable Rate	The Applicable Rate for each Affiliate Client is the applicable "Commission Amount" set out on the "Commission Plans" section of the Affiliate Program Website at the time that the customer became an Affiliate Client in accordance with this Agreement. This particular Commission Amount applies to the Affiliate Client even if the commission amounts published on the Affiliate Program Website change after the time that the customer became an Affiliate Client. The Applicable Rate for a particular period may be increased by way of a promotional rate applicable to the Affiliate which is set out on the Affiliate Program Website or otherwise offered to the Affiliate, but this higher promotional rate will only apply for the particular period specified in the offer (not for the life of an Affiliate Client signed up during that period).

By clicking 'Apply Now' on the 'Application' page on the Affiliate Program Website, the Affiliate applies to join the affiliation program on the terms set out in this Agreement. DYNAMITE-TRAFFIC will evaluate the Affiliate's Application and notify them in writing of their acceptance. DYNAMITE TRAFFIC may reject the Affiliate's Application if, at DYNAMITE-TRAFFIC's absolute discretion, it believes the Affiliate is not suitable for the Affiliate Program.

Any existing agreement between the Parties in respect of the subject matter of this Agreement is deemed to have been terminated by the Parties with effect immediately prior to the Commencement Date and, notwithstanding any provision in such agreements to the contrary, no further “commission” is payable by DYNAMITE-TRAFFIC under such agreements other than “commission” due as at the date of termination.

Should the Affiliates Application or Subsequent account be Rejected at any time then these terms and conditions will terminate with immediate effect at the same point.

Definitions

In these Terms and Conditions, unless otherwise provided, the following terms have the following meanings:

Term	Meaning
Advertising Codes of Practice	the principal gambling advertising codes made up of the code of broadcast advertising (BCAP code); the code of non-broadcast advertising, sales promotion and direct marketing (CAP code) and the Gambling Industry Code for Socially Responsible Advertising. This definition also applies to any other similar regulation in the Territory.
Affiliate	the individual or entity, who is not an Employee (or an Immediate Family Member of an Employee), who offers to introduce Affiliate Clients on these Terms and Conditions.
Affiliate Account	an account in the name of the Affiliate (or one of its Related Bodies Corporate or Representatives) which contains data relating to each Affiliate Client introduced by the Affiliate to DYNAMITE-TRAFFIC

Affiliate Program Websites	https://dynamite-traffic.com/
Agreement	this agreement.
Applicable Law	all laws of any jurisdiction that are applicable to this Agreement including Affiliates Program Websites and BRAND DOMAINS, to either of the Parties hereto or to any activity of either of the Parties hereto, as amended and in force from time to time, and the rules, regulations, orders, licenses or permits issued there under, including, without limitation, any rules, regulations, orders, licenses and permits of any Competent Authority.
Applicable Rate	has the meaning given in the Details section on page 1 of this Agreement.
Approved Affiliate Websites	each of those websites entered in the “Website URL” section of the form submitted by the Affiliate when they applied to join the affiliate program through the Affiliate Program Website and any other website(s) or marketing forum (including, but not limited to social media, SMS and email) as agreed by the Parties, in writing, from time to time.
Attribution Policy	DYNAMITE-TRAFFIC assigns customers to marketing channels (including Affiliates) on a last click basis. For clarity, a particular customer will be assigned to the marketing channel (or Affiliate) whose corresponding link the customer clicks on most recently, prior to registering an account with the BRAND DOMAINS, as long as the user registers within 30 days of clicking on the particular link. Marketing IDs (also known as Affiliate IDs) will last for 30 days, unless overwritten by another marketing tracker. DYNAMITE-TRAFFIC stores data regarding marketing IDs through using local storage tracking. Where promotion codes are manually entered by the customer, (used for DYNAMITE-TRAFFIC marketing channels, (including, but not limited to television, press and ad-hoc marketing campaigns)), marketing IDs associated with the promotion code will be assigned to the customer. If a valid promotion code is entered by the customer on sign-up, this would overwrite any existing marketing IDs.

Betting Account	New Clients which become Affiliate Clients, the betting account that is registered to the Affiliate Client with BRAND DOMAINS based on the current Attribution Policy.
Commencement Date	the date set out in the Details section on page 1 of this Agreement.
Commission	is defined in clause 7.2.
Commission Period	each calendar month during the Term.
Competent Authority	any governmental, judicial or regulatory authority having jurisdiction over this Agreement, either of the Parties hereto or any activity of either of the Parties hereto.
Confidential Information	includes:(a) information relating to the personnel, policies or business strategies of either Party; and(b) information of or relating to the business, systems, operations, customers (including without limitation any person with whom the relevant Party has entered as part of any joint venture, strategic alliance or other business arrangement), properties, DYNAMITE-TRAFFIC customers (in the case of BRAND DOMAINS), the Affiliate's customers (in the case of the Affiliate), the assets or affairs of a Party or its Related Bodies Corporate, which is or has been disclosed by a Party (or its representatives) to the other Party (or its representatives) or learned or acquired by the other Party (or its representatives) under or in connection with this Agreement (or any preceding agreement between the Parties), in whatever form (including without limitation, written, visual, oral, electronic or on tape or disk), other than any such information which:. (i) was in the public domain at the time of its disclosure or acquisition by a Party; (ii) became part of the public domain after its disclosure or acquisition by a Party, otherwise than through a disclosure in breach of an obligation of confidence of a Party; (iii) is or came lawfully into the possession of a Party wholly independently of and not related in any way to this Agreement and the transactions and activities contemplated by it otherwise than as a result of a disclosure in breach of an obligation of confidence; or. (iv) was independently known by a Party at the time of its disclosure to or acquisition by that Party.

Data Protection Law	means all applicable data protection law and regulations in the United Kingdom any other relevant jurisdiction.
Deductions	is defined in clause 7.5.
Electronic Message	electronic communications including, but not limited to e-mail, SMS, blogs, cookies, Facebook messages or such similar internet or telephonic facilities.
Employee	any permanent, casual or contract employee or representative of DYNAMITE-TRAFFIC or DYNAMITE-TRAFFIC Group

Fraud	an actual or attempted act by the Affiliate which, in DYNAMITE-TRAFFIC's reasonable opinion, is:1. (a) illegal, in any relevant jurisdiction;2. (b) made in bad faith;3. (c) a strategy which is designed to artificially increase the Commissions under this Agreement which is not in the spirit of the arrangement set out in this Agreement; or4. (d) intended to defraud DYNAMITE TRAFFIC or any member of the DYNAMITE TRAFFIC's Group or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes DYNAMITE TRAFFIC , any member of the DYNAMITE TRAFFIC's group or the Website any loss, damage or harm, and shall include, without limitation, collusion, abuse of bonuses or other promotions, violation of money-laundering or other laws and regulations, spamming, false, misleading or unauthorised advertising or representations, use of stolen credit cards or unauthorised use of any of DYNAMITE TRAFFIC's customers details, or a third party's intellectual property rights, or bidding on, or attempting to register trademarks which would be in breach of this Agreement.
Government Agency	(a) any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity; and 2. (b) any person responsible for administering any relevant laws, licences or approvals.
Gross Turnover	is defined in clause 7.4.
Immediate Family Member	includes:1. (a) the parents, siblings, first cousins, uncles and aunts of the relevant person;2. (b) any step-parent, step-sibling and first cousins of the step family of the relevant person;3. (c) any wife, husband, de-facto partner of the relevant person; and4. (d) any child (biological, foster, stepchild) of the relevant person.

Insolvency Event	in relation to a person (Relevant Entity) means: (a) an administrator, liquidator or provisional liquidator is appointed to the Relevant Entity or a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, any of those persons to the Relevant Entity; (b) an application or order is made for the winding up or dissolution of the Relevant Entity or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Relevant Entity; (c) a receiver, receiver and manager, trustee, statutory manager, other controller or similar officer is appointed over the assets or undertaking of the Relevant Entity, or any steps are taken to appoint, or to pass a resolution to appoint, any of those persons to the Relevant Entity; (d) the Relevant Entity suspends payment of its debts generally or is unable to pay its debts as and when they fall due or is presumed to be insolvent under such Applicable Laws, or enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; (e) the Relevant Entity ceases, or threatens to cease, to carry on business; or (f) anything analogous to any of the events in (a) to (e) above occurs under the Laws of any applicable jurisdiction.
Intellectual Property	patents, copyright, moral rights, registered designs, registered and unregistered trademarks, trade secrets, know-how and Confidential Information, and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967 (as amended).
Licence requirements	Regulations, LCCP and codes of practice and similar requirements relevant to this Agreement and/or to Approved Affiliate Websites
Minimum Amount	one hundred euros (EUR €100.00)
Minor	any person under the age of legal consent in the respective Geographical Location (for example but not limited to – 18 years of age in the United Kingdom).
Commissionable Net Revenue	is defined in clause 7.3.

New Client	any potential customer who is not a Minor and who has never held a betting account with BRAND DOMAINS.
Personal Data	As defined by UK GDPR and other legislation in any other relevant jurisdiction
Regulator	means any relevant gambling regulator.
Related Body Corporate	where a body corporate is:(a) a holding company of another body corporate; or(b) a subsidiary of another body corporate; or(c) a subsidiary of a holding company of another body corporate;the first-mentioned body and the other body are related to each other.
Representative	includes an employee, agent, officer, director, partner, consultant or joint venturer.
DYNAMITE-TRAFFIC Affiliate Program Website	the website of the DYNAMITE-TRAFFIC affiliation program, currently https://dynamite-traffic.com/
DYNAMITE-TRAFFIC's Data	means any information about DYNAMITE-TRAFFIC's customers (including Personal Data) provided by or on behalf of DYNAMITE'S-TRAFFIC.
DYNAMITE-TRAFFIC's Website	https://www.slotsdynamite.com
Supporting Documentation	for an individual, may include: a valid passport, valid driving license and a utility bill, letter of reference from the individual's bank, or bank statement; and(b) for a company, may include: a copy of the company's certificate of incorporation, articles of association, duly approved corporate resolution, a certificate of good standing, power of attorney, and information regarding the identity of the beneficial owner of the company and the identity of the directors of the company.
Term	is defined in clause 3.
Termination Date	the date upon which this Agreement terminates in accordance with clause 11.

Terms and Conditions	the terms and conditions set out in this Agreement.
VAT	means value added tax imposed in the UK or in any member state of the European Union pursuant to the European Council Directive on the common system of value added tax (Directive 2006/112/EC) and national legislation implementing or supplemental to that Directive and any other sales or turnover tax of a similar nature imposed in any country that is not a member of the European Union.

2 Interpretation

In this Agreement unless the context otherwise requires:

A. Headings are used for convenience only and do not affect interpretation;
B. Words importing the singular include the plural and vice versa;
C. Words importing a gender include any gender;
D. Other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
E. An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
F. A reference to a clause, Party, annexure, exhibit or schedule is a reference to a clause of, and a Party, annexure, exhibit and schedule to, this agreement and a reference to this Agreement includes any annexure, exhibit and schedule;
G. A reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, whether passed by the same or another Government Agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
H. A reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
I. A reference to a party to a document includes that party's successors and permitted assigns;
J. A reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
K. A reference to any asset includes all property of any nature, including, but not limited to, a business, and all rights, revenues and benefits;
L. A reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
M. A reference to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up,

dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;

N. No provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision; and
O. Unless otherwise indicated, charges and fees in this Agreement are in Euros and "€" shall refer to the lawful currency of the United Kingdom

3 Term

This Agreement commences on the Commencement Date and continues until the Termination Date (the Term).

4 Affiliate Obligations (General)

4.1 Subject to the rest of Section 4, the Affiliate will use its best endeavours to actively, positively and effectively advertise, market and promote the BRAND DOMAINS as widely as possible through its Approved Affiliate Websites only and will avoid promoting DYNAMITE-TRAFFIC through any Direct Marketing Communications (as an example however not limited to, avoid any direct Email communications to the affiliates database of contacts).

4.2 The Affiliate is responsible for:

A. updating the Approved Affiliate Websites (both independently and on instruction from DYNAMITE-TRAFFICS), including graphics or text associated with the link with the Website, as and when DYNAMITE-TRAFFICS periodically updates the Website (including promotions);
B. the development, operation, and maintenance of the Approved Affiliate Websites; and
C. ensuring that all materials posted on the Approved Affiliate Websites are not libellous, unlawful, illegal, or in breach of any third-party rights.

4.3 The Affiliate acknowledges that slotsdynamite.com is regulated by the Kahnawake Gaming Commission. In performing its obligations under this Agreement, the Affiliate will, and will ensure that its personnel will, at all times comply with all obligations imposed by any Applicable Laws, and Licence Requirements and any policies and procedures set out in any compliance advice sent from DYNAMITE-TRAFFIC to it.

4.4 The Affiliate must in particular:

A. act in accordance with any Social Responsibility and Digital Marketing procedures communicated to it by DYNAMITE-TRAFFICS (as may be amended from time to time) and must not solicit or procure any Minors or persons known to be acting on behalf of Minors;

B. not undertake any activity which would constitute the provision of facilities for gambling under any jurisdictional gambling legislation;

C. within 24 hours of notification by DYNAMITE-TRAFFICS under clause 6.1(e) remove any self-excluded customer from its marketing database for the campaign and cease all marketing communications / visibility to that individual Should they have a logged-in account;
D. not publish content that may depend upon consents or approvals of third parties, or the payment of a royalty or copyright fee for use of data or images, unless it has obtained such consents and/or approvals, and it has paid the relevant fees;
E. comply with the Data Privacy Notice of DYNAMITE-TRAFFICS as set out on DYNAMITE-TRAFFIC's Websites from time to time;
F. ensure that content is not unlawful and/or that it will not expose any entity disseminating it to legal action. Affiliate marketing content must not contain or include text or images that may be reasonably considered to do any of the following but not limited to:
    1. be obscene or menacing;
    2. discriminate against anyone special characteristics of any group or individual or blasphemous;
    3. be defamatory;
    4. have specific appeal to Minors or other categories of a vulnerable person
    5. link participation to luck, fate or similar;
    6. create any superstitions or religious connections with participating in gambling;
    7. make any association with sexual prowess or similar;
    8. be unreasonably or unnecessarily provocative or offensive, either generally having regard to local practices, customs, religions or sensitivities;
    9. portray gambling as taking precedence over normal life;
    10. portray, condone or encourage gambling behaviour that is socially irresponsible or could lead to financial, social or emotional harm;
    11. condone or encourage criminal or anti-social behaviour;
    12. not in compliance with any regulation relating to the activities of DYNMAMITE-TRAFFICS in the jurisdiction to which the regulation applies.
G. comply with any security guidelines and requirements as may be issued by DYNAMITE-TRAFFICS from time to time;
H. give DYNAMITE-TRAFFICS and the Regulator, all reasonable cooperation and assistance necessary to ensure that any licence Requirements may be met and are compliant;
I. unless properly prohibited by contract or regulation, provide DYNAMITE-TRAFFICS and the Regulator with any information possessed by it or reasonably available to it that DYNAMITE-TRAFFICS may be requested to provide by the Regulator;
J. as soon as reasonably practicable after becoming aware of any matter involving or relating to non-compliance with any laws and regulations or any matter which may prejudice the security or integrity of DYNAMITE-TRAFFIC's business, report such events to DYNAMITE-TRAFFIC's;

K. if it wishes to place links or any content associated with BRAND DOMAINS on a website(s) other than an Approved Affiliate Website, first obtain DYNAMITE-TRAFFIC's written consent;
L. for the purpose of DYNAMITE-TRAFFIC'S verifying the identity of the Affiliate or the Affiliate's relationship with any Affiliate Client or potential Affiliate Client, provide DYNAMITE-TRAFFICS with any Supporting Documentation that DYNAMITE-TRAFFIC'S requests and the Affiliate acknowledges and agrees that DYNAMITE-TRAFFIC'S has the right to (1) delay payment of any amounts due under this Agreement if all necessary Supporting Documentation is not provided and
M. make a search and/or register information about the Affiliate and (if applicable) the directors of the Affiliate to carry out due diligence on the Affiliate as a contracting Party; and;
N. provide DYNAMITE-TRAFFIC with the correct bank account details of the Affiliate, for payment by DYNAMITE-TRAFFIC of the Commission and any other amounts under this Agreement, and notify DYNAMITE-TRAFFIC's of any change required to such bank account details from time to time.

4.5 This Agreement and any associated Commission is only applicable to Approved Affiliate Websites. DYNAMITE-TRAFFICS reserves the right to withhold any owed and outstanding Commission on marketing activity which falls outside of such Approved Affiliate Websites.

4.6 The Affiliate warrants that:

A. they have all the requisite data protection licences or registrations in the relevant jurisdictions to collect and deal with Personal Data (for example - GDPR);
B. they will obtain the necessary consents to enable Personal Data to be dealt with in accordance with this Agreement.
C. institute required processes such that at all times they shall comply with the provisions of Data Protection Law. (for Example GDPR)

4.7 The Affiliate is not authorised or permitted by DYNMAITE-TRAFFICS to and must not at any time, including without limitation after expiry or termination (for whatever reason) of this Agreement:

A. promote BRAND DOMAINS in any manner anywhere other than in accordance with clauses 4.2(A) – 4.2(C);
B. modify, vary or amend any marketing or other materials provided by ;
C. serve any advertising including, but not limited to pop unders on websites that may infringe on any third party copyright or considered to be adult or pornographic in nature;
D. attempt to acquire customers who have not "clicked through" an approved Affiliate link through any form of cookie stuffing or similar illegitimate activity;
E. cloak its search link and redirect users to DYNAMIC-TRAFFIC's Website;
F. purchase, acquire, licence, register, seek to register or use any domain names, business names, company names, trademarks or other Intellectual Property that comprises, incorporates or is similar to any brand of the DYNAMITE-TRAFFICS, or otherwise any DYNAMIC-TRAFFIC'S trade mark, domain name or other identifier or other Intellectual

associated with the brand without DYNAMIC-TRAFFIC‘s prior written consent, which may be given or withheld in DYNAMITE-TRAFFIC’s absolute discretion;

G. purchase, acquire, licence register, seek to register, bid on or use any keywords, search terms or other identifiers for use in any search engine, portal, social network, blog, sponsored advertising service, advertising network, or other search or referral service and which comprises, incorporates or is similar to any brand of DYNAMITE-TRAFFICS, or any DYNAMITE-TRAFFIC’s trade mark, domain name or other identifier or other Intellectual Property associated with DYNAMITE-TRAFFICS or any related body corporate including but not limited to the word “DYNAMITE-TRAFFICS ”, or misspellings and variations thereof (including typos or phonetics);
H. include any metatag keywords on the Approved Affiliate Websites which comprises, incorporates or is similar to any brand of the DYNAMITE-TRAFFICS or any DYNAMTE-TRAFFICS trade mark, domain name or other identifier or other Intellectual Property associated with DYNAMITE-TRAFFICS ;
I. have any URL or domain name containing any trademarks or other Intellectual Property of the DYNAMITE-TRAFFICS Group for the intention of search engine optimisation;
J. hold itself out as, represent itself as, or act as if it was DYNAMITE-TRAFFICS or any of member of the DYNAMITE-TRAFFICS Group on any social networking sites, forums or blog websites or otherwise or hold itself out as representing in any way DYNAMITE-TRAFFICS other than as explicitly set out in this Agreement;
K. hold itself out or suggest in any way that it is employed by DYNAMITE-TRAFFICS or DYNAMITE-TRAFFICS Group (but equally, must not mislead or deceive any Affiliate Clients in any way as to the existence of a commercial arrangement with DYNAMITE-TRAFFICS in respect of the Affiliate introducing Affiliate Clients to BRAND DOMAINS);
L. act in breach of Licence Requirements, rules relating to direct marketing and electronic communications or any similar regulatory or policy requirement, or through the use of Electronic Messages, including on any social networking sites, forums or blog websites, generate Affiliate Clients by internet or email traffic in a manner that is not in good faith, whether or not it actually causes DYNAMITE-TRAFFICS any loss or damage in terms of the DYNAMITE-TRAFFICS licences or DYNAMITE-TRAFFICS brand, product services or in financial terms; or
M. without the prior written consent of DYNAMITE-TRAFFICS, have any financial interest in any competitor, or likely competitor, of the DYNAMITE-TRAFFICS.

4.8 The Affiliate agrees that:

A. unless agreed in writing by DYNAMITE-TRAFFICS, an Affiliate Client cannot be:
    1. the Affiliate;
    2. if relevant, a Related Body Corporate of the Affiliate;
    3. an Immediate Family Member or Representative of the Affiliate;
    4. a person who has set up a betting account on behalf of those mentioned in (1), (2) or (3) above; or
    5. a person who has set up a betting account which is not a genuine betting account with BRAND DOMAINS, but is instead set up to artificially increase the

Commissions under this Agreement or to meet the Minimum Referral Requirement;

6. an existing known customer of the BRAND DOMAINS (identified by an IG reference number)

B. it will not in any way derive, or try to derive Commission from wagering activity in betting accounts established by those persons referred to in clause 4.8(a);
C. an Affiliate Client will cease to be an Affiliate Client under this Agreement if:
    1. DYNAMITE-TRAFFICS, exercising its absolute discretion, terminates the Betting Account of the Affiliate Client, from the date of termination;
    2. The Affiliate Client closes (or asks DYNAMITE-TRAFFICS to close) its Betting Account, from the date of closure.
D. the Affiliate and Immediate Family Members or Representatives of the Affiliate and if relevant, Related Body Corporates of the Affiliate, are not permitted to make any deposits, directly or indirectly, through any Betting Accounts for the Affiliate's own personal use or to increase the amounts (including Commissions) payable to the Affiliate under this Agreement; and
E. any transactions that are made in violation of clause 4.8 (d) will be deemed to be Fraud and DYNAMITE-TRAFFICS will be entitled to deduct all applicable deposits and associated Net Revenue relating to any such transactions from any amounts that may be payable to the Affiliate.

4.9 The Affiliate will comply with the Advertising Codes of Practice

4.10 The Affiliate warrants and represents to DYNAMITE-TRAFFICS that it has not registered or applied to register and does not hold:

A. any business name, domain name, company name, registered trade mark or trade mark application; or
B. any keyword, metatag, search term, URL, domain or other identifier for use in any search engine, portal, sponsored advertising service, other search or referral service or for search engine optimisation, which comprises, includes or is similar to any DYNAMITE-TRAFFICS mark, domain name or DYNAMITE-TRAFFICS Intellectual Property or other identifier associated with the DYNAMITE-TRAFFICS group.

4.11 If the Affiliate has purchased, acquired, is using, licences, registered or applied to register any business name, domain name, company name, trademark, keyword, search term or another identifier which comprises, includes or is similar to any DYNAMITE-TRAFFICS trade mark, domain name or other identifier or other Intellectual Property associated wit DYNAMITE TRAFFICS, it:

A. hereby assigns absolutely with full title guarantee all rights, title and interest it has in such Intellectual Property to DYNAMITE TRAFFICS;
B. must immediately change any such company name to a name not including any DYNAMITE-TRAFFICS trade mark, domain name, other identifier or Intellectual Property associated with the Company;

C. must cease using any such business name, domain name, company name, keyword, search term or trade mark;
D. must take all steps to immediately transfer any related domain name licence, business name registration, trademark registration or application to a member of the DYNAMITE-TRAFFICS

E. group, including providing to DYNAMITE-TRAFFICS (or a nominee of DYNAMIC-TRAFFICS) the relevant authorisation code, domain password, user names, registry keys and any other information necessary for the administration of each such domain name; and
F. must cooperate with DYNAMIC-TRAFFICS if there are any issues with a record of the transfer of any business name, domain name, trademark registration or application and act promptly to address those issues and correct any errors on the relevant registers, at the Affiliate's sole cost and expense.

4.12 If the Affiliate does not promptly carry out the steps described in clause 4.10, it hereby appoints DYNAMITE-TRAFFICS (or a nominee of DYNAMITE-TRAFFICS) as the agent of the Affiliate to take all steps necessary to transfer such domain name licence, business name registration, trade mark registration or application to DYNAMITE-TRAFFICS or its nominee, including executing all documents necessary to perfect the transfer to DYNAMITE-TRAFFIC or its nominee of such domain name licence, business name registration, trade mark registration or application and to change any relevant company name.

5 Affiliate Audit

5.1 The Affiliate will:

A. keep at its principal place of business, throughout the Term and for a period of one (1) year after the termination (for whatever reason) or expiry of this Agreement, books of accounts and records (including but not limited to placement and content of all Marketing activity), together with supporting documentation of transactions, which relate to the performance and compliance with this Agreement (Records).
B. procure that DYNAMITE-TRAFFIC or it's representative has, upon reasonable prior written notice during the Term and for one (1) year thereafter, but not more than once in every Year, and once following the end of the Term, reasonable access during normal business hours to the Affiliate's principal place of business to inspect and audit the Records (with the right to take excerpts and copies) for the sole purpose of ascertaining the compliance of the Affiliate with its respective obligations which relate to the performance and compliance with this Agreement, and subject at all times to the compliance of the Affiliate with Clause 9 (Confidential Information).

5.2 DYNAMITE-TRAFFIC will pay the Affiliate's reasonable expenses incurred in respect of compliance with the Affiliate's obligations under clause 5.1 (Audit), unless an audit identifies a material default by the Affiliate, in which case the Affiliate will reimburse DYNAMITE-TRAFFIC for all its reasonable costs incurred in the course of the audit.

6 DYNAMITE-TRAFFIC Obligations

6.1 DYNAMITE-TRAFFIC will:

A. provide full details of its products and services available to Affiliate Clients via the Website.
B. maintain the Website with current product and services information,
C. maintain a record of each Affiliate Client introduced by the Affiliate and each of the Affiliate Client's transactions;
D. comply with all laws, regulations and its license conditions when creating accounts for Affiliate Clients.
E. comply with Data Protection Law when disclosing information to the Affiliate.

6.2 DYNAMITE-TRAFFIC will supply the Affiliate with access to a series of marketing materials and tracking links that will associate Affiliate Clients with the Affiliate Account.

6.3 DYNAMITE-TRAFFIC will not be responsible or liable for any payment to any Affiliate Client or the Affiliate if:

A. any New Client does not register for a Betting Account.
B. any New Client fails to satisfy the BRAND DOMAINS customer identification and verification requirements.
C. the Betting Account of an Affiliate Client is terminated or suspended, other than for any payments of Commission that are due and payable up to and including the date of suspension or termination of the Betting Account; or
D. an Affiliate Client closes their Betting Account (or a Betting Account is closed to meet any license Requirement), other than for payments of Commission that are due and payable up to and including the date of closure of the Betting Account.

7 Commission

7.1 DYNAMITE-TRAFFIC will pay the Affiliate the Commission calculated in accordance with this clause

7.2 The Commission for each CPA deal (Cost Per Acquisition) in a Commission Period is calculated as: Commission Events = Fixed Fee at the applicable rate agreed.

7.3 Net Revenue for each Revenue Share deal (Rev Share) Commission Period is calculated as: agreed percentage of Commissionable Net Revenue = Gross Turnover – Deductions X Rev Share Percentage.

A. Where a Hybrid commercial deal is agreed between the parties, this will be a combination of Clause 7.2 and 7.3

7.4 Gross Turnover for each Commission Period is calculated as the total turnover of all betting transactions relating to each Affiliate Client wagered through their respective Betting Accounts during the Commission Period.

7.5 Deductions are the total of the following in the relevant Commission Period for each Affiliate Client:

A. monies paid out to the Affiliate Client's Betting Account as winnings;
B. any returned stakes to the Affiliate Client's Betting Account;
C. any void bets placed by the Affiliate Client through their Betting Account;
D. monies paid in the form of betting duties or taxes (or reasonable provisions for each Betting Account transaction by the Affiliate Client);
E. Betting Account transactions which are reversed by instruction from the Affiliate Client's bank (commonly known as chargebacks);
F. any bet/deposit bonuses or any other incentives offered to the Affiliate Client in relation to their Betting Account;
G. any marketing costs and third party software costs directly incurred to maintain the loyalty of the Affiliate Client (or reasonable provisions in respect thereof);
H. any charge levied by electronic payment or credit card organisations;
I. any administration fees or product fees paid to sporting bodies payable for each transaction by the Affiliate Client on the Betting Account; and
J. any other deductions which are incurred by DYNAMITE-TRAFFIC and notified by DYNAMITE-TRAFFIC to the Affiliate.

7.6 The Applicable Rate to apply in calculation of the Commission is set out in the Details section on Page 1 and will be confirmed in writing before any agreement is set live between the Parties.

7.7 Subject to clause 4

7.8 , the Commission, in respect of each Commission Period, shall be paid by the 30th business day of the following calendar month, as long as the Affiliate's payment details are kept up to date; (the Affiliate must ensure that such details are correct no later than the last day of each calendar month).

7.8 If the Minimum Amount is not reached in respect of a Commission Period, no Commission will be paid in respect of that Commission Period and the Commission will be carried over into the next Commission Period, or subsequent Commission Periods, until such time as the Minimum Amount is reached.

7.9 Any negative earnings will be zeroed at the end of each Commission Period and will not be carried forward to the following Commission Period.

7.10 If, after DYNAMITE-TRAFFIC has made a payment of Commission:

A. DYNAMITE-TRAFFIC has a Bad Debt attributable to an Affiliate Client in relation to which a Commission has been paid; or
B. DYNAMITE-TRAFFIC has paid Commission in connection with fraud (including Fraud), v has the right to recover as a set off against future Commissions (or as otherwise agreed between the Parties) the Commission paid in relation to that Bad Debt or in connection with that fraud.

7.11 DYNAMITE-TRAFFIC shall use its reasonable endeavours to make payments due to the Affiliate using the payment details provided to it. DYNAMITE-TRAFFIC will not be liable for payments made to an incorrect bank account due to the Affiliate providing DYNAMITE-TRAFFIC with incorrect bank account details. Any amounts payable to the Affiliate which cannot be paid due to the Affiliate's failure to provide complete or accurate bank account details to DYNAMITE-TRAFFIC will result in the amount being carried forward until the next available monthly payment run.

7.12 DYNAMITE-TRAFFIF reserves the right to withhold any outstanding Commissions owed to the Affiliate, if they suspect that such an Approved Affiliate Website is generating fraudulent traffic.

7.13 Affiliate should notify DYNAMITE-TRAFFIC of any claimed error or dispute in relation to an invoice or payment within 3 months of the date of the relevant invoice or payment. Failure to do so will result in the Affiliate losing all rights to dispute any such invoice or payment thereafter.

7.14 In the event that an Affiliate has a player that has won more than €15,000 (a "Big Winner") in a single month which causes the Affiliates overall earnings to be negative, DYNAMITE-TRAFFIC reserves the right to contact the Affiliate to provide them two options. The formula that DYNAMITE-TRAFFIC will use to determine if a player has won more than €15,000 is Total Bets less Total Payouts less Bonuses from the first of the month until 11:59pm on the last day of the month. The following points outline the two options:

A. Permanently remove the Big Winner from the Affiliates channel allowing the Affiliate to earn from the remaining player base.
B. Keep the Big Winner in the channel with the understanding that the negative Net Win from the previous month must be recouped, before the Affiliate can begin earning from that Big Winner again.

It's important to note that this is not a negative carry over adjustment because Affiliates will continue to earn the revenue from all players including the Big Winner. The negative Net Win from Month 1 is only paid back to the House by the Big Winner and all subsequent positive Net Win from the rest of the Affiliates player base will not be touched. Summary: This high roller policy is retroactive to your player base if you are a current DYNAMITE-TRAFFICS affiliate. The term, as is, will not allow you to earn money for a player winning over €15,000 until DYNAMITE-TRAFFICS has earned money from that player. This term will reduce your income based upon comparison to DYNAMITE-TRAFFIC's previous NO negative carryover policy. The amount of income you will lose will be equivalent to the amount of money the player has won multiplied by your

commission percentage. For example: If the player won exactly €15,000 and your commission rate is 30%: €15,000 * 30% = €4,500.

7.15 Fraudulent Traffic, Duplicate Accounts, and Self-excluded Accounts

A. The Affiliate acknowledges and agrees that they shall not be entitled to any commission or fee payments for traffic that is deemed fraudulent. Fraudulent traffic includes, but is not limited to, traffic generated through illegal means, using bots, automated scripts, or any other deceptive method intended to manipulate traffic or deceive the casino.

B. Commissions or fee payments shall not be payable for any Duplicate Accounts. A “Duplicate Account” refers to any new account that is created by an existing customer of the casino who already has an account under the same or a different identity. Any attempt to register or introduce Duplicate Accounts, whether intentionally or unintentionally, will be subject to review and may result in the forfeiture of commissions.

C. The Affiliate shall not receive any commission or fee payments for accounts that have been self-excluded or have been flagged and subsequently excluded by the casino for any reason pertaining to responsible gaming policies.

D. The casino, at its sole discretion, reserves the right to determine whether traffic is fraudulent, whether an account is a Duplicate Account, or whether an account is or should be self-excluded. Decisions made by the casino in this regard are final and not subject to appeal.

E. The casino further reserves the right to withhold, reduce, or reclaim any commission or fee payments that have been paid or accrued based on fraudulent traffic, Duplicate Accounts, or self-excluded accounts. In such cases, the Affiliate may be subjected to further actions, including but not limited to, termination of the affiliate agreement.

8 Intellectual Property

8.1 DYNAMITE-TRAFFIC is acknowledged to be the sole owner of all Intellectual Property in all matters, things or processes (including, but not limited to, hardware and software) supplied by DYNAMITE-TRAFFIC to the Affiliate in connection with this Agreement.

8.2 DYNAMITE-TRAFFIC will:

A. at its own cost ensure that it has all necessary rights and licenses to all Intellectual Property subsisting in any logo, mark, design, device, matter, thing or process supplied to Affiliate to be used by the Affiliate at DYNAMITE-TRAFFIC request or direction in promoting _ BRAND DOMAINS to potential and actual Affiliate Clients under this Agreement; and
B. indemnify the Affiliate against all losses, damages, liabilities, claims and expenses

(including, but not limited to, court and legal costs on a solicitor and own client basis) whatsoever incurred by the Affiliate directly arising out of or in connection with any alleged breach by DYNAMITE-TRAFFIC of clauses in the agreement

C. or any claim, action or proceedings by a person (Third Party Claim) alleging that any Intellectual Property supplied to the Affiliate by or on behalf of DYNAMITE-TRAFFIC to promote BRAND DOMAINS to potential or actual Affiliate Clients under this Agreement infringes the intellectual property of that third party.

8.3 If a Third Party Claim is made against the Affiliate:

A. the Affiliate will notify DYNAMITE-TRAFFIC as soon as practicable; and
B. DYNAMITE-TRAFFIC will, at its own cost, conduct the defence of the Third Party Claim but may not settle the Third Party Claim without the prior written consent of the Affiliate (which will not be unreasonably withheld, delayed or conditioned).

8.4 The Affiliate will indemnify DYNAMITE-TRAFFIC against all losses, damages, liabilities, claims and expenses (including, but not limited to, court and legal costs on a solicitor and own client basis) whatsoever incurred by DYNAMITE-TRAFFIC directly arising out of or in connection with the improper or unlicensed use of the Intellectual Property supplied by DYNAMITE-TRAFFIC to the Affiliate, including using such Intellectual Property not in accordance with the specific terms of this Agreement.

9 Confidential Information

9.1 During the Term and after its expiry or termination (for whatever reason), the Affiliate shall keep all such Confidential Information in strict confidence and not use any part of it, directly or indirectly, for any purpose other than for the purpose of this Agreement.

9.2 On the expiry or termination of this Agreement, the Affiliate shall deliver to DYNAMITE-TRAFFIC all copies of any Confidential Information it has within its possession and/or under its control and destroy copies of all electronically held Confidential Information if requested by DYNAMITE-TRAFFIC to do so.

10 Indemnity

10.1 The Affiliate will indemnify and forever hold DYNAMITE-TRAFFICS and the DYNAMITE-TRAFFIC group harmless from all actions, claims, liabilities, losses, damages, costs, and expenses, including legal costs, fines and penalties, arising from or in connection with any breach by the Affiliate of this Agreement.

10.2 No Warranties – DYNAMITE-TRAFFIC does not warrant that its system, network, software or hardware (or that provided to DYNAMITE-TRAFFICS by third parties) will be error-free or uninterrupted.

11 Termination

11.1 DYNAMITE-TRAFFIC may immediately terminate this Agreement by giving written notice to the Affiliate if the Affiliate breaches this Agreement and:

A. the breach is material and not capable of being remedied; or
B. the breach is material and the Affiliate fails to remedy the breach within 5 days of the earlier of being notified in writing, to the Affiliate's email address as supplied, of the breach by DYNAMITE-TRAFFIC and the Affiliate becoming aware of such breach.

11.2 A material breach may include without limitation that the Affiliate:

A. breaches any Applicable Laws;
B. breaches any Advertising Code of Practice;
C. breaches the Licence Requirements;
D. sends marketing material to any self-excluded customer notified to the Affiliate under clause 6.1(E) more than 24 hours after notification;
E. breaches its obligations in clause 4;
F. commits a criminal offence;
G. commits fraud (including a Fraud);
H. uses any DYNAMITE-TRAFFIC or DYNAMITE-TRAFFIC Intellectual Property improperly or without a licence;
I. by its business or personal conduct brings the reputation of DYNAMITE-TRAFFIC or DYNAMITE-TRAFFIC's group into disrepute;
J. fails to comply or unreasonably delays in complying with any direction given by DYNAMITE-TRAFFICS relating to the performance of this Agreement;
K. suspends its promotion of BRAND DOMAINS across all Approved Affiliate Websites.

11.3 DYNAMITE-TRAFFIC may immediately terminate this Agreement (even if it is capable of being remedied) from the date of the notice by giving written notice to the Affiliate if:

A. the Affiliate is acting or has acted or may be considered by DYNAMITE-TRAFFIC to act in a manner which puts or may put itself or DYNAMITE-TRAFFIC in breach of:
    1. the Licence Requirements;
    2. the Regulator's licensing objectives;
    3. the Operating Licence or any gambling licence held by DYNAMITE-TRAFFIC; or
    4. any other codes of practice applicable to DYNAMITE-TRAFFIC as a gambling licence holder.
B. DYNAMITE-TRAFFIC is requested to do so by the Regulator;
C. DYNAMITE-TRAFFIC is of the reasonable opinion that as a consequence of the actions of the Affiliate that DYNAMITE-TRAFFIC may be liable for loss of its Licence or the imposition of any penalty under the Licencing body.
D. any Applicable Laws including, without limitation, any statutes, regulations, codes of practice or standards, including DYNAMITE-TRAFFIC's Data Privacy Notice and Cookie Policy (Applicable Laws), or the interpretation or enforcement of any Applicable Laws (including by any regulatory body), that has the effect of prohibiting, restricting or otherwise limiting the Affiliate's ability to promote BRAND DOMAINS to potential and actual Affiliate Clients in the manner contemplated by the Parties at the time of entry into this Agreement;
E. for any reason DYNAMITE-TRAFFIC's Licence ceases or is suspended;
F. acting reasonably, forms the view that the Affiliate is no longer acting in good faith in relation to the affiliate relationship between the Parties set out in this Agreement;
G. the Affiliate:
    1. suffers an Insolvency Event;
    2. has a mortgagee seek to exercise a right of possession or control over the whole or a part of its property;
    3. being a natural person, commits an act of bankruptcy; or
    4. is required to be registered or licensed under any legislation for purposes of or incidental to the execution of its obligations under this Agreement and the Affiliate is not registered or licensed or that registration or licence is cancelled, withdrawn or suspended.

11.4 The termination of the engagement of the Affiliate under clauses 11.1 or 11.3 will not affect any other right or remedy of DYNAMITE-TRAFFIC.

11.5 If the Agreement is terminated under clause 11.1 or 11.3:

A. the Affiliate must immediately cease using any of DYNAMITE-TRAFFIC's Intellectual Property;
B. the Affiliate's sole right and remedy is to receive any outstanding Commission owing at the Termination Date;
C. except for the Commission set out in clause (11.5.B), no further Commission is payable to the Affiliate under this Agreement; and

D. the Affiliate will not be entitled in contract, tort or otherwise to any additional payment or compensation for losses incurred as a result of the termination.

12 Affiliate Betting Account

The Parties agree that clause 4.8(A) is not intended to prohibit the Affiliate or an Immediate Family Member or Representative of the Affiliate, or if relevant, a Related Body Corporate of the Affiliate, from opening and operating a betting account with BRAND DOMAINS. However, in the event that this occurs, the relevant persons will not be Affiliate Clients and the Affiliate will not, therefore, be entitled to any Commission in respect of wagering activity using those betting accounts.

13 Amendment of Terms and Conditions

13.1 The Terms and Conditions may be amended by DYNAMITE-TRAFFIC in its discretion at any time subject to any laws or regulatory requirements of any relevant legislative or regulatory authority.

13.2 It is the Affiliate's responsibility to ensure that they keep themselves up to date with the current Terms and Conditions, which will be available on the Affiliate Program Websites. The Affiliate's continued participation in the affiliate program following DYNAMITE-TRAFFIC's posting of a change of Terms and Conditions notice or a new agreement on the Affiliate Program Website will constitute binding acceptance of the revised Terms and Conditions or of the new agreement.

13.3 If, following the amendment by DYNAMITE-TRAFFIC's of any Terms and Conditions, the revised Terms and Conditions are not acceptable to the Affiliate, then the Affiliate's only recourse is to terminate this Agreement.

14 General Terms

14.1 Tax - Any Tax payable on this Agreement (including any fines or penalties) will be paid by the Affiliate.

14.2 Governing law - This Agreement shall be construed according to the laws of England and the Parties submit to the jurisdiction of the Courts of England.

14.3 Non-exclusivity - The Affiliate acknowledges that DYNAMITE-TRAFFIC may at any time (directly or indirectly), enter into marketing terms with other Affiliates on the same or different terms as those provided herein.

14.4 Press - The Affiliate may not issue any announcement with respect to this Agreement or their participation in this Affiliate Program without DYNAMITE-TRAFFIC's prior written consent (in DYNAMITE-TRAFFIC's absolute discretion).

14.5 Assignment -

A. This Agreement and rights arising out of or under this Agreement are not assignable by one Party without the prior written consent of the other Party.
B. A Party will not unreasonably withhold its consent to assignment.
C. A purported assignment without written consent will be deemed to be void and convey no rights.
D. Should an Approved Affiliate Website be sold, whether the Affiliate Clients associated with this Agreement are transferred to the new owner is at the absolute discretion of DYNAMITE-TRAFFIC (and is subject to the new owner accepting DYNAMITE-TRAFFIC affiliate terms and conditions);

14.6 Rights of Third Parties - A person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

14.7 Severance - If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

14.8 Entire Agreement - This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the Parties. The Parties may agree on additional terms of cooperation in a separate addendum to this document.

14.9 Waiver -

A. No right under this Agreement is waived or deemed to be waived except by notice in writing signed by the Party waiving the right.
B. A waiver by one Party under any of the terms of this Agreement does not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.
C. A Party does not waive its rights under this Agreement because it grants an extension or forbearance to the other Party.

14.10 Relationship of the parties - This Agreement is not intended to create a partnership, joint venture or relationship of principal and agent between the Parties.

14.11 Further steps - Each Party will do all things and execute all further documents necessary to give full effect to this Agreement.

14.12 Survival

A. The terms of this Agreement survive its termination to the extent permitted by law.
B. This Agreement shall be binding upon the heirs, executors, administrators and successors in title of the Parties.

15 Affiliate Payment Policy

15.1 Payment Schedule:
Affiliate payments for commissions earned through the DYNAMITE-TRAFFIC. affiliate program are processed on a monthly basis. Payments are made within 30 days following the close of the previous month.

15.2 Invoice Submission:

All affiliates are required to submit their invoices for earned commissions to the following email address: finance@foxxpartners.com. Invoices should clearly state the affiliate's name, contact information, and the corresponding period for which the commissions are being claimed. Additionally, each invoice must include the following details:

1. Website Identification: The invoice must clearly indicate the website associated with the earned commissions. This information is crucial for accurate tracking and payment allocation.
2. Commission or Listing Fee: Affiliates should specify whether the claimed amount is related to earned commissions or listing fees. Proper categorization ensures appropriate processing of payments.

15.3 Eligibility and Conditions:

In order to receive payment, affiliates must adhere to the following eligibility criteria and conditions:

1. Earned Amounts: The amounts claimed in the invoice must have been duly earned within the terms and conditions stipulated in the affiliate contract between the affiliate and DYNAMITE-TRAFFIC. Minimum 300 EUR per invoice.
2. Invoice Accuracy: Invoices submitted must accurately reflect the commissions earned during the specified period. Any discrepancies or inconsistencies may result in delays or adjustments to the payment.
3. Affiliate Compliance: Affiliates must be in compliance with all terms and conditions of the affiliate program, including but not limited to marketing practices, promotion guidelines, and ethical standards.
4. Valid Payment Information: Affiliates are responsible for ensuring that their provided payment information, such as bank details are accurate and up to date to facilitate smooth payment processing.

15.4 Payment Disputes:

If an affiliate disagrees with the commission amount stated in the payment, they must notify DYNAMITE-TRAFFIC. within 10 days of receiving the payment. The Company will then review the dispute and respond to the affiliate within a reasonable timeframe.

15.5 Late Payments:

In the event of any unforeseen circumstances that may cause a delay in payment processing, the Company will make reasonable efforts to communicate such delays to the affected affiliates. The Company will not be held responsible for any losses or damages resulting from payment delays beyond its control.

15.6 Modification of Payment Policy:

DYNAMITE-TRAFFIC. reserves the right to modify, update, or change this affiliate payment policy at its discretion. Affiliates will be notified of any changes in advance.

By participating in the Foxx EntertainmentLtd. affiliate program, affiliates acknowledge their understanding and agreement with the terms outlined in this payment policy.

For any inquiries or assistance regarding affiliate payments, please contact finance@foxxpartners.com.

16 Affiliate Traffic Quality & KPI Requirements

The following traffic quality requirements apply to all Affiliates. Compliance with these requirements is a condition of commission eligibility. The Company reserves the right to investigate traffic quality and to withhold, reject, void or adjust commissions attributable to traffic that does not comply with these requirements, subject to the Affiliate Agreement and applicable law.

16.1. No Incentivised or Fraudulent Traffic

Affiliates are strictly prohibited from delivering incentivised, fraudulent, manipulated or otherwise non-genuine traffic.

This includes, but is not limited to, players who are financially or otherwise incentivised to register, deposit or complete a qualifying action solely for the purpose of generating affiliate commission, as well as duplicate accounts, fake accounts, coordinated player activity, self-referrals or any other artificially generated traffic.

All registrations and depositing players must originate from genuine player interest and legitimate acquisition activity.

If the Company identifies or reasonably determines that traffic is incentivised, fraudulent, manipulated or otherwise non-genuine, the Company reserves the right to invalidate the affected players and withhold or void any commissions generated from such traffic.

16.2. Player Activity Requirement

Players referred by an Affiliate must demonstrate genuine activity during the calendar month in which they are acquired.

A qualifying player must not simply register and make an initial deposit before immediately becoming inactive. Player behaviour must demonstrate genuine post-deposit activity on the casino platform during the applicable month.

Where referred players show no genuine activity following their initial deposit, or where the overall traffic pattern indicates players are depositing solely to satisfy an acquisition requirement, the traffic may be considered non-qualifying.

The Company reserves the right to withhold or adjust commissions relating to players or traffic that fails to meet this activity requirement.

16.3. Maximum 30% One-Time Depositors

No more than 30% of an Affiliate's depositing players within any calendar month may be One-Time Depositors.

For the purpose of this KPI, a One-Time Depositor means a referred player who makes only one deposit and does not make any subsequent deposit during the applicable measurement period.

Example:
If an Affiliate generates 100 depositing players, a maximum of 30 players may qualify as One-Time Depositors.

If the percentage of One-Time Depositors exceeds 30%, the traffic will be subject to review. Where the Affiliate fails to meet this KPI, the Company reserves the right to withhold, reduce or void commissions attributable to the non-qualifying traffic, in accordance with the Affiliate Agreement.

Traffic Quality Review & Payment Eligibility

The Company may review Affiliate traffic at any time before commissions are approved for payment.

Where traffic does not comply with the above requirements, shows abnormal or coordinated behavioural patterns, or otherwise raises reasonable traffic-quality concerns, the Company may request additional information and conduct further investigation.

Commission eligibility is conditional upon compliance with these traffic-quality requirements. Failure to comply may result in affected commissions being withheld, adjusted or voided.