

Terms & Conditions

Spin Marketing Affiliates Terms & Conditions (Version 2.0)

Last update: 01/02/2023

Effective as of: 05/02/2023

This Agreement is between, on the first part, Spin Marketing B.V, a company registered in Curaçao, Saturnusstraat 38, with Registration Number: 160163 and, on the second part, the individual or entity stated in the Affiliate Sign-up Form.

Whereas Spin Marketing B.V (Curaçao) has set up an affiliate program known as Spin Marketing Affiliates ("Spin Marketing Affiliates") which is located at <https://bet90partners.com/>.

It is important that you read and understand this Agreement. By completing an application to join the "Spin Marketing Affiliates' affiliate program you are – subject to "Spin Marketing Affiliates' approval of your application – agreeing to the Terms and Conditions of this Agreement. If you do not agree to the following Terms and Conditions, you should discontinue your application.

1. Definitions

1.1 "Adjustments" might include the following depending upon the product: product royalty fees, duties, taxes, licensing fees, fraud, chargebacks, payment fees, player points and similar.

1.2 "Affiliate" means you; the individual or entity stated in the Affiliate Sign up Form.

1.3 "Banners and Text Links" means the graphical artwork or text that will be directed to the Sites' home page, through your Tracker, to permit a Player to hyperlink from your web site to the Sites.

1.4 "Bonuses" means any so-called "free money", "free bets", "free-games", "money-back", "topups" and or similar; and or vouchers, rebates, discounts and or similar that the Players can utilize as payment for stakes (bets) like Deposit Bonuses or similar.

1.5 "Brands" includes:

- Bet90

- Spinbookie

These Brands are the names, concepts or identities under which the Services or Business thereunder are generally, and from time to time, recognized in the public domain worldwide and remain the sole property of Spintastic N.V.

1.6 "Bet90 " and "Spinbookie" mean Spintastic N.V., a company registered in Curaçao with company registration number 158762 and includes the affiliate program "Spin Marketing Affiliates".

1.7 "CPA" means Commission based on the amount of New Depositing Players that meets predefined conditions.

1.8 "Deposit(s)" means funds transferred by Players to the Sites' accounts.

1.9 "Fraud Traffic" means Deposits or traffic generated at any or all of the Sites through illegal means or in bad faith to defraud the system, regardless of whether or not it actually causes harm to any or all of the Sites. Fraud Traffic includes but is not limited to Spam, false advertising and unauthorized use of any Third-Party copyrights or trademarks.

1.10 "Hybrid" means a Commission model that is a mixture of CPA and Revenue Share Commission.

1.11 "Net Revenue" is defined as:

Casinos: Gross Revenue (Player Stake – Player Win) – Bonuses – Adjustments

Sportsbook: Gross Revenue (Player Bets – Player Wins) – Bonuses – Adjustments

1.12 "Player(s)" means a person that enters the Sites via your Tracker(s).

1.13 "Revenue Share Commission" is defined as:

Revenue Share Commission: Total Net Revenues from Products * Your Commission Percentage

1.14 "Sites" includes the following websites:

www.bet90.com

www.spinbookie.com

1.15 "SMS" means a text message sent by you, directly or indirectly, through any medium including the telephone, mobile telephone or the internet.

1.16 "Spam" means emails and messages that are sent by you, directly or indirectly, which: 1) contain false or misleading statements; 2) do not truthfully identify the source or the originating IP Address; or 3) do not contain an online and real-time unsubscribe option.

1.17 "Sub-Affiliates" means all traffic generated via your dedicated links and generated by a third party you contacted and linked to the Sites.

1.18 "Tracker(s)" means the unique tracking URL that is provided exclusively to you, during the term of this Agreement, through which your efforts are tracked, and your Commission is calculated.

1.19 A Player that blocks himself on any Site for responsible gaming reasons within one month from the date of registration will be excluded from any CPA or Hybrid Commission.

2. Our Rights and Obligations

2.1 Register your players.

Your players will be registered, and their play will be tracked. Customers may be refused (or their accounts can be closed) if necessary, to comply with any requirements we may periodically establish.

2.2 Track Players Play

Every player you refer will be tracked and you will be provided with remote online access to customer activity reports and the Commission generated from their play.

2.3 Pay a Commission

You earn commission from players directed from your site after they open an account with the Sites and generate real money. The Commission shall be deemed to be inclusive of value added tax or any other tax if applicable.

2.4 Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on the "Spin Marketing Affiliates" 'site which we will notify you of. Modifications may include, for example, changes in the scope of available Commission, fee schedules, and affiliation program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the program following our posting of a change notice or new agreement on the "Spin Marketing Affiliates" 'site (which we will notify you off) will constitute binding acceptance of the change.

3. Your Rights and Obligations

3.1 Linking to the Sites

By agreeing to participate in our Affiliate program, you agree to create a unique link from your site to any or all the Sites. You may link to any or all of the Sites with one of the banners available from the “Spin Marketing Affiliates’ back office or with a text link. These are the only methods by which you may advertise the Sites. We will terminate this agreement immediately if there is any form of spamming or if you advertise the Sites in any other unauthorized way. You shall not make any claims, representations, or warranties in connection with Bet90 and/or Spinbookie, the Sites and/or the Brands and you shall have no authority to, and shall not, bind the same to any obligations.

3.2 Agency Appointment

By this Agreement, we grant you the non-exclusive right to direct customers to the Sites and the services therein, in accordance with the terms and conditions of this Agreement. This Agreement does not grant you an exclusive right or privilege to assist in the provision of services arising from your referrals and we obviously intend to contract with and obtain the assistance from others at any time to perform services of the same or similar nature as yours. You shall have no claims to Commission or other compensation on business secured by or through persons or entities other than you.

3.3 Approved Layouts

The appearance and syntax of the hypertext transfer link constitute the only authorised and permitted representation of the Sites. You may only use banners retrieved from the “Spin Marketing Affiliates” back office and you may not alter their appearance.

3.4 Good Faith

You will not benefit from known or suspected traffic generated in bad faith whether or not it actually causes the Sites damage. All amounts due to you under this Agreement may be retained if we have reasonable cause to believe that such traffic has been caused with your knowledge. You shall not in any way incentivize or indicate how sports betting arbitrage, “sure betting”, “safe betting”, casino systems or similar can be used and/or other betting options that prevent the partnership from being profitable for both Parties. Even if you have not knowingly generated such traffic, your Commission

with respect to such traffic may be withheld.

3.5 Responsibility for Your Site

You will be solely responsible for ensuring that materials posted on your site are not libellous or otherwise illegal. You warrant and undertake that your site will not contain any material which is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights and shall not link to any such material. We disclaim all liability for these matters. Further, you will indemnify and hold Bet90 and Spinbookie harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

3.6 Intellectual Property Rights

Bet90 and Spinbookie grants the Affiliate a non-exclusive and worldwide right to display the features of the Brands and related content during the Term solely for the purposes of the display of the Links by the Affiliate on the Affiliate Site as set out in this Agreement and in accordance with the relevant Brand's guidelines as may be provided by the Affiliate from time to time. This right cannot be sublicensed, assigned or otherwise transferred by you. Your right to use the marks is limited to and arises only out of this license to use the banners. All intellectual property rights and any goodwill arising in the Links and in all betting products, associated systems and software relating to the services provided by Bet90 and Spinbookie to its Players from time to time shall remain the property of Bet90 and Spinbookie. The Affiliate is not permitted to use the Bet90 and Spinbookie content in any way that is detrimental to Bet90 and Spinbookie or the reputation or goodwill of Bet90 and Spinbookie. The Affiliate is not permitted to alter or modify in any way the Bet90 and Spinbookie content without the express prior written consent of Bet90 and Spinbookie.

3.7 Branding

The Affiliate shall not utilise and shall not allow any third party to utilise any website having a domain name that contains any of the Brands or their variations or misspellings without the relevant owners' permission, whether by way of linking, redirecting traffic or otherwise.

The Affiliate shall not engage in any marketing by way of PPC (pay-per-click), sponsored links, search engines' keywords, AdWords or similar promotion which utilizes any of the Brands or which are identical or similar to any of the trademarks or trade names from time to time or include the

keywords Bet90 and Spinbookie, Bet90 and Spinbookie Sports or any other variation or include meta tag keywords in PPC advertising which are identical or similar to any of the Brands' trademarks or trade names from time to time or include the keywords Bet90 and Spinbookie, any other variation such as but not limited to:

Bet90, Bet 90, 90 Bet, Spinbookie, Spin Bookie, Bookie Spin

in combination to, but not limited to, any of the following:

Casino, and any synonyms or possible local language variations;

Sport, and any synonyms or possible local language variations;

Bonus, and any synonyms or possible local language variations;

Free, and any synonyms or possible local language variations;

Offers, promotion, and any other synonyms or possible local language variations;

Betting, gambling, and any other synonyms or possible local language variations;

Games, slots, pokies, and any other synonyms or possible local language variations;

Voucher, bonus code, and any synonyms or possible local language variations;

Deposit, payment, and any other synonyms or possible local language variations;

Free spins, and any synonyms or possible local language variations.

The Affiliate is required to use as negative keywords the following keywords in all online paid advertising (PPC, CPC, etc.): Bet90, 90bet, bet 90, bet 9 0, Spinbookie, bookiespin, spin bookie, bookie spin

The Affiliate shall not assert the invalidity, enforceability, or contest the ownership of the marks in any action or proceeding of whatever kind or nature, and shall not take any action which may prejudice the relevant owner's rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

If we discover that any Affiliate has breached these guidelines and referred Players by inappropriate usage of the relevant Intellectual Property, reasonable adjustments may be made to the Players' accounts or the partnership between Bet90 and the relative Affiliate may be terminated if Bet90 do not approve the marketing methods, or cannot come to a reasonable agreement for the compensation of breaching these terms.

3.8 Unauthorised Advertising

The Affiliate must at all times practice "Netiquette" and shall not engage in any Spam, this includes any attempt to Spam a user through the participating Brand's chat facility. We consider any unsolicited, unexpected or unwanted SMS sent to a user in order to extort their valuables, mislead them or any message originating from someone the user has not specifically authorized to have their mobile number to be Spam. The Affiliate must NOT send SMS messages containing any reference to, or in any way connected with, a Brand, without the express consent of "Spin Marketing Affiliates". Once such consent has been granted by "Spin Marketing Affiliates", SMS messages may only be sent provided they comply with commonly accepted opt-in rules, meaning the user has consented to receive SMS from you and is given the option to opt-out in each SMS.

You shall not, and shall not be entitled to, earn Commission from players generated in bad faith, or arising from any unauthorized or unsolicited advertising or promotion. In the event that we determine that you have engaged in any form of unauthorized or unsolicited advertising or promotion, or engaged in any unlawful or bad faith activities (regardless of whether you had knowledge of the same), we reserve the right to take various actions including, but not limited to, withholding and forfeiting the Commission and/or immediately terminating this Agreement.

3.9. The Affiliate shall not be under eighteen (18) years of age and must be able to provide copies of identification documents, proof of billing address and any other documents as may be requested by Bet90 and/or Spinbookie at its sole discretion. Bet90 and/or Spinbookie may terminate this Agreement immediately upon notice if you refuse to provide the requisite documents or if you are found to have provided false or misleading information.

3.10 Eligible countries

Please consult our list of eligible countries on a regular basis. The list can be found in the relevant Terms & Conditions page of our brands.

4. Affiliate Fees & Payments

4.1 Chargebacks

A chargeback is defined as a non-collectable Credit Card transaction from the Credit Card companies as a result of customer non-payment or fraudulent credit card use. Any profits derived from the

fraudulent play will not be credited to your Affiliate account. Chargeback fees will be paid to Credit Card companies.

4.2 Commissions

4.2.1 Your commissions will be paid to you on a monthly basis. You might be able to select to withdraw your funds from a list of different payment options (certain country restrictions may apply). In case you are not certain of the payment method eligibility in your country, please feel free to contact our affiliate support team at affiliates@bet90.com.

4.2.2 You are kindly asked to send your monthly invoice no later than the 15th calendar day of the next month. In case the monthly invoice is received by our team later than the designated date, the payment can be transferred to be paid with the next month's commissions. For example, an invoice that refers to the commissions earned during January needs to be delivered to Bet90partners no later than February 15th. If the invoice is received after that date, Bet90 partners reserve the right to pay the commissions with the February commissions (due in March), upon receipt of the necessary invoices.

4.3 CPA Deals

If you select a CPA Deal, "Spin Marketing Affiliates" shall pay you the agreed CPA Commission in accordance with the terms agreed between you and "Spin Marketing Affiliates".

(a) You shall be entitled to a one-off Commission based on the number of new depositing players directed to our Brands who have successfully met the agreed minimum deposit requirements and wagered this amount at least one time unless otherwise agreed prior to this Agreement. These minimum deposits and wagering requirements are at the discretion of "Spin Marketing Affiliates" and we reserve the right to change these requirements upon written notice at any time.

(b) All CPA deals are subject to a 24-hour termination policy.

(c) "Spin Marketing Affiliates" decision with regards to this will be considered final and no further correspondence will be entered into. The right of admission to the CPA program will be reserved at all times and for any reason. If we determine, in our sole discretion, that you are enrolled in the CPA program to benefit from it by referring players that we deem not legitimately interested in our products or services or of a similar average value to our current players, we reserve the right to terminate your participation in the program with immediate effect. Should this occur, from the moment of your notification, your CPA Commission generated on existing or new referred players will be forfeited and considered null and void with no further correspondence entered into.

4.4 Hybrid Deals

If you select a Hybrid deal "Spin Marketing Affiliates" shall pay you:

- (a) The selected Hybrid CPA Commission payable in accordance with the terms agreed between you and “Spin Marketing Affiliates”.
- (b) The selected “Revenue Share” percentages of Casino and Sports.
- (c) All Hybrid deals are subject to a 24-hour termination policy.

4.5 Large Winners Policy

During any calendar month, if one specific player generates accumulated winnings of at least €25,000, then this player will be considered a large winner and will be covered by the Large Winners policy.

The player will be isolated from the Affiliate pool of players and the negative revenue from this specific player will not affect the overall commissions from the other players during that given calendar month. The player will remain separated, and the negative balance will be adjusted by potential future positive revenue generated by the same player until the full amount of the negative balance has been satisfied.

No negative carry over generated by the separated player will be considered after the 12-month period in the calculation of the Commission due to the Affiliate.

The Affiliate will be notified of any large winner player at latest five (10) working days in the following month. The information about the negative balance generated by the separated player(s) will be traceable by the Affiliate in the Affiliate platform or via monthly reports from the Brands.

Each large winner occurrence will be treated individually.

Progressive wins do not fall into this category as this pay-out is taken from a progressive funds pool.

4.6 Re-activation credit

If a second Affiliate re-refers and activates a player that has not been active for a period of 12 months, then this second Affiliate deserves the credit for reactivation and the player will be assigned to the second Affiliate player pool. This reassignment is not based on an automatic time interval but is limited only to those re-referral actions that can be identified (e.g. via specific voucher code and only after the set period of inactivity.)

5. Terms and Termination

The terms of this Agreement will begin when you create a unique link to any or all of the Sites and will be continuous unless and until either party notifies the other in writing that it wishes to terminate the Agreement, in which case this Agreement may be terminated by 30 days' notice.

TERMINATION IS AT WILL, FOR ANY REASON, BY EITHER PARTY. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification.

5.1 Upon termination:

The Affiliate must remove all the relevant banners/icons from your site and disable the link from your site to the Sites.

All rights and licenses given to you in this Agreement shall immediately terminate.

Commission otherwise owing to you on termination will not be paid

Your final payment may be withheld for a reasonable time to ensure that the correct amount is paid.

If play from customers is continued to be permitted after termination, this will not constitute a continuation or renewal of this Agreement or a waiver of termination. You agree that referred Players and all Players' Data shall always remain the property of Bet90 and Spinbookie.

5.2 Other Means for Termination

Bet90 and/or Spinbookie MAY TERMINATE THIS AGREEMENT IF WE DETERMINE (IN OUR SOLE DISCRETION) THAT YOUR SITE IS UNSUITABLE. Unsuitable sites include those that: are aimed at children, display child pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, violate intellectual property rights.

5.3 Commercial Use Only

This marketing opportunity is for commercial use only, and you, your family members, friends; associates may not make deposits, directly or indirectly, through your Tracker for your own personal use or to fraudulently increase the Commission payable to you. If you wish to make test transactions to evaluate the system, including Deposits, please email us at affiliates(at)Bet90.com and affiliates(at)Spinbookie.com. Transactions made in violation of this provision will be deemed Fraud Traffic and such Deposits or traffic will be deducted from your Commission.

6. Indemnity

You shall defend, indemnify, and hold Bet90 and Spinbookie, the Third Parties, their directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with:

- (a) Any breach by you of any warranty, representation, or agreement contained in this Agreement.
- (b) The performance of your duties and obligations under this Agreement.
- (c) Your negligence or any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorized use of the Banners and Text Links or this Affiliation Program.

7. Disclaimers

Bet90 and Spinbookie makes no express or implied warranties or representations with respect to the "Spin Marketing Affiliates" Program, Affiliate or marketing fee payment arrangements (including, without limitation, their functionality, warranties of fitness, merchantability, legality, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the Sites will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

8. Relationship of Parties

You and Bet90 and Spinbookie are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on Bet90 and Spinbookie, the Sites' and or the Brands' behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this paragraph.

9. Limitation of Liability

You agree that Bet90 and Spinbookie 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 Bet90 and Spinbookie has been advised of the possibility of such damages. Further, Bet90 and Spinbookie's aggregate liability arising with respect to this Agreement and the Program will not exceed the total Commission paid or payable to you under this Agreement. Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement save for the rights emanating from this Agreement to Bet90 and Spinbookie and their respective properties. Any liability arising under this Agreement shall be satisfied solely from the marketing fee generated and is limited to direct damages.

10. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT BET90 MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE OR CONTRACT WITH WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THIS AFFILIATION PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

11. Miscellaneous

11.1 Non-Waiver

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 provision or any other provision of this Agreement. None of our employees, officers or agents may verbally alter, modify or waive any provision of this Agreement.

11.2 Remedies

Our rights and remedies hereunder shall not be mutually exclusive, i.e., the exercise of one or more

of the provisions of this Agreement shall not preclude the exercise of any other provision. You acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision of this Agreement, the respective rights and obligations of the parties may be enforceable by specific performance, injunction, or other equitable remedies. Nothing contained in this Agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of this Agreement, it being the intent of this provision to make clear that our respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

11.3 Waiver

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective. IN WITNESS WHEREOF, THE AFFILIATE expressly agrees to the terms and conditions of this Agreement by activating the account at “Spin Marketing Affiliates”

11.4 Headings

The headings of these Terms & Conditions are for convenience only, are not part of the agreement, and do not affect its interpretation.

12. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of Curaçao.