

Version 1.1: Effective from date: 17/04/2024, Last updated date: 24/09/2024

GENERAL

This is an agreement ("The Affiliate Agreement") between you ("you" or "Affiliate") and Pillarstone Partners operated by Silkwave Tech B.V. ("Company", "us", "we" or "Affiliate Program").

By registering for the Affiliate Program, and by accessing and using any of our marketing tools or accepting any reward, bonus or commission, whether contained in the Affiliate Agreement or elsewhere as a part of our Affiliate Program, you will be deemed to have read, understood and you have agreed to be bound by the terms and conditions set out in this Agreement, and this Agreement will become valid and binding as between you and us.

If you do not agree to the Terms and Conditions (or if you are not authorised to do so), you should not participate in the Affiliate Program, or (if you have already registered for the Affiliate Program) you shall immediately inform us by sending an email send to info@pillarstone.partners to terminate this Agreement to avoid misunderstandings. If you have any questions about the Terms and Conditions or any questions in general, please send them to the same email address.

We may periodically make modifications to this Agreement. While we will do our best to notify you of such changes, we recommend that you revisit this page regularly. Your continued use of the Affiliate Program will constitute your consent to the updated Agreement.

1 DEFINITIONS

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

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

1.3 "Affiliate Agreement" means:

(i) all the terms and conditions set out in this document,

(ii) the terms and conditions of the Commission Structures applicable to the different products and brands, and

(iii) any other rules or guidelines of the Company and/or Websites made known to the Affiliate from time to time.

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

1.5 “Affiliate Links” means internet hyperlinks used by the Affiliate to link from the Affiliate Website(s) or any other third party website to Company Websites.

1.6 “Affiliate Program” means collaboration between the Company and the Affiliate whereby the Affiliate promotes the Company’s websites and creates Affiliate Links from the Affiliate Website(s) to Company’s websites. For such services the Affiliate is paid a commission depending on the generated traffic to the Company’s websites, subject to terms within this Affiliate Agreement and to the applicable product-specific Commission Structure.

1.7 “Affiliate Wallet” means an online wallet in the name of the Affiliate into which Company pays the commission and any other payments due to the Affiliate, which the Affiliate can withdraw in accordance with the Affiliate Agreement;

1.8 “Affiliate Website” means any website which is maintained, operated or otherwise controlled by the Affiliate.

1.9 “Company” shall mean Pillarstone Partners

1.10 “Company Websites” means the website of our brand/s or other such websites (including mirror websites) as may be added to this Affiliate Program from time to time; The websites accessible via the URLs: dreamwins.com, or any other website as may be directed by Us.

1.11 “Commission” means the percentage of the Net Gaming Revenue, or, where applicable, a fixed amount for a New Customer (CPA structure) as set out in the Commission Structures.

1.12 “Commission Structures” means any specific reward structures expressly agreed between Company and the Affiliate.

1.13 “Confidential Information” means any information of commercial or essential value relating to Company such as, but not limited to, financial reports, trade secrets, know-how, prices and custom quotes, business information, products, strategies, databases, technology, information about New Customers, other customers and users of Company Websites, marketing plans and manners of operation.

1.14 “Intellectual Property Rights” means any copyrights, trademarks, service marks, domain names, brands, business names, and registrations of the aforesaid and/or any other similar rights of this nature.

1.15 “Net Gaming Revenue” or “NGR” means all monies received by Company from New Customers as placed bets, less (a) winnings returned to New Customers, (b) issued bonuses, (c) net balance corrections, (d) administration fees, (e) fraud costs and chargebacks. For the avoidance of doubt, all Net Gaming Revenue amounts mentioned above are only related to New Customers referred to Company Websites by the Affiliate Website(s).

1.16 “New Customer” means a new, first-time customer of the Company who made a first deposit amounting to at least the applicable minimum deposit at Company Websites’ player account, in accordance with the applicable terms and conditions of Company Websites’. This excludes the Affiliate, its employees, relatives and friends.

1.17 “Parties” means Company and the Affiliate (each a “Party”).

1.18 “Personal Data” means any information relating to any person, whether individual or legal, that is or may be identified, directly or indirectly.

2 AFFILIATE OBLIGATIONS

2.1 Registering as Affiliate

2.1.1 To become a member of our Affiliate Program you must accept these terms and conditions by ticking the respective box while submitting the Affiliate Application which will form an integral part of the Affiliate Agreement.

2.1.2 We will, at our sole discretion, determine whether or not to accept an Affiliate Application and our decision is final and not subject to any review or right of appeal. Following your completion of the Affiliate Application, we will notify you by email as to whether or not your Affiliate Application has been accepted or not.

2.1.3 At any time throughout the course of the application process, you are agreeing to provide any documentation required by the Company to verify the Affiliate Application and to verify the Affiliate Account information. This documentation may include but is not limited to: bank statements, individual or corporate identity documentation and proof of address.

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

2.2 Affiliate login details

2.2.1 As part of your participation in the Affiliate Program, you will maintain your login details which will enable access into your Affiliate Account.

2.2.2 It is your sole obligation and responsibility to ensure that login details for your Affiliate Account are kept confidential and secure at all times.

2.2.3 Any unauthorised use of your Affiliate Account resulting from your failure to adequately guard your login information shall be your sole responsibility, and you remain solely responsible and liable for all such activity occurring under your Affiliate Account user ID and password

(whether such activity was undertaken by you or not). It is your obligation to inform us immediately if you suspect illegal or unauthorised use of your Affiliate Account.

2.3 Affiliate Program participation

2.3.1 The Affiliate Program is intended for your direct participation. Opening an Affiliate Account for a third party, brokering or transferring an Affiliate Account is strictly prohibited. Affiliates wishing to transfer an account to another individual and/or entity must contact us and request permission prior to doing so. Additionally, you shall not open more than one Affiliate Account without our prior written consent.

2.3.2 By agreeing to participate in the Affiliate Program, you agree to adhere to your obligations as an Affiliate which will require you to use your best efforts to actively advertise, market and promote the Company Websites in accordance with the Affiliate Agreement and Company's instructions as may be instructed from time to time. You will ensure that all activities taken by you under the Affiliate Agreement will be in the Company's best interest and will in no way harm the Company's reputation or goodwill.

2.3.3 You may link to the Company Website's using the Affiliate Links or other such materials as we may from time to time approve. This is the only method by which you may advertise on our behalf.

2.4 Affiliate Website

2.4.1 You will be solely responsible for the development, operation and maintenance of the Affiliate Website and for all materials that appear on the Affiliate Website. You shall at all times ensure that the Affiliate Website is compliant with all applicable laws, including but not limited to the General Data Protection Regulation (GDPR), and that it functions as a professional and efficient website.

2.4.2 Under no circumstances shall you use or attempt to use any domain names to promote the brands which are or could be confusingly similar to the domain names registered by the Company. For purposes of clarification and not limitation, You may not use domain names which are identical or sound, appear or differ slightly from any of the Company's domain names. Affiliate's breach of this section, as determined by Company, shall constitute grounds for Company's immediate termination of this Agreement without notice to the Affiliate and forfeiture of any commission owed, in addition to any other rights or remedies available to our brand/s under this Agreement or at law.

2.4.3 You will not present the Affiliate Website in such a way so that it may cause confusion with the Company Websites, or so that it may give the impression that it is owned or operated by Company. The Company reserves the right to approve all content which are promoted on the Affiliate website and the Company further reserves its right to terminate with immediate effect

this Agreement should the Affiliate use any unauthorized or unsuitable content as defined hereunder within the Affiliate Website.

2.4.4 The Affiliate Website will not contain any defamatory, libelous, discriminatory or otherwise unsuitable content (including, but not limited to, violent, obscene, derogatory or pornographic materials or content which would be unlawful in target country).

2.5 Valid traffic and good faith

2.5.1 You will not generate traffic to Company Websites by registering as a New Customer whether directly or indirectly (for example by using associates, family members or other third parties). Such behaviour shall be deemed as fraud and will give rise to a breach of these terms and conditions which will result in the Company unilaterally terminating this Agreement.

2.5.2 You will also not attempt to benefit from traffic not generated in good faith. If you have any reasonable suspicion that any New Customer referred by you is in any way associated with bonus abuse, money laundering, fraud, or other abuse of remote gaming websites, you will immediately notify us of this. You shall not benefit from known, suspected or even unknown Player traffic that is generated dishonestly, whether or not it results in damage to the Clients and/or our brand/s. For purposes of clarification and not limitation, if a Player, directed to a our brand/s with the Affiliate Tag, engages in fraudulent behaviour, our brand/s reserves the right to withhold or retract the commissions paid to the Affiliate for such a Player. The Company's decision in this regard will be final and binding.

2.5.3 You hereby recognise that any New Customer found to be a bonus abuser, money launderer or fraudster or who assists in any form of affiliate fraud (whether notified by you or later discovered by us) is not eligible and for all intents and purposes is not a valid New Customer under the Affiliate Agreement, and consequently no Commission shall be payable in relation to such New Customers.

2.6 Unsuitable websites

2.6.1 You will not use any Affiliate Links or otherwise place any digital advertisements whatsoever featuring our Intellectual Property on any unsuitable websites (whether owned by a third party or otherwise).

2.6.2 Unsuitable websites include, but are not limited to, websites that are aimed at children, display illegal pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or in any way violate the intellectual property rights of any third party or of the Company, or breach any relevant advertising regulations or codes of practice in any territory where such Affiliate Links or digital advertisements may be featured.

2.7 Affiliate Links

2.7.1 The Affiliate Links shall be displayed at least as prominently as any other sales link on the Affiliate Website.

2.7.2 You will only use Affiliate Links provided by the Company within the scope of the Affiliate Program. Masking your Affiliate Links (for example hiding the source of the traffic sent to Company's Websites) is also prohibited.

2.8 Email and SMS marketing

2.8.1 If sending any emails or SMS communications to individuals which (i) include any of Company's Intellectual Property Rights; or (ii) otherwise intend to promote Company Websites, you must first obtain our written permission to send such emails. 2.8.2 If such permission is granted by the Company, you must then ensure you have each and every recipient's explicit consent to receive marketing communications in the form of communication to be sent (i.e. by SMS or email) and that such individuals have not opted out of receiving such communication. You must also make it clear to the recipient that all marketing communications are sent from you and are not from our Company.

2.8.3 No Affiliate may participate in or be involved, either directly or indirectly, in the planning, generation, processing or dissemination of SPAM (unsolicited emails). Any form of SPAM will result in the commencement of a review and investigation of the Affiliate's conduct within the Affiliate Program, as well as withholding any commissions pending the outcome of the investigation.

2.9 Use of Company Intellectual Property Rights

2.9.1 Any use of Company's Intellectual Property Rights must be in accordance with any brand guidelines issued to you from time to time and are always subject to the approval required in clause below.

2.9.2 You shall not undertake any activities in violation of the intellectual property rights of Pillarstone Partners and the Company, including but not limited to: brand bidding, registering or using any domains with confusingly similar names to the Company Brands, copying the "look and feel" of our sites or software, using any Company marks, branding or logos except as expressly permitted by this Agreement, or modifying any Marketing Material made available by Pillarstone Partners. The marketing opportunity presented in this Affiliate Program is for commercial use only, and the Affiliate, its family members, friends or associates may not make purchases, directly or indirectly, through the Affiliate Tag for the Affiliates own personal use or to fraudulently increase the commissions payable to the Affiliate.

2.9.3 Approved creative. You will not use any advertising layout or creative (including banners, images, logos) incorporating our Intellectual Property Rights unless the advertising layout or creative was provided to you by the Company or (in the absence of the Company providing you)

without the advance written approval of the Company. You will not modify the appearance of any advertising that has been provided to you or for which approval was granted.

2.9.4 It is your responsibility to seek approval from Company in time for launch of any advertising and/or creative campaign, to ensure you have written approval from the Company in relation to advertising, and to be able to evidence such approval upon request.

2.10 Loyalty Programs

You will not offer any cash-back / value-back or similar programs, other than such programs as are offered on the Company Websites.

2.11 Responsible Gaming

2.11.1 The Company has an ongoing regulatory commitment to responsible gaming and prevention of gambling addiction. You agree to actively cooperate with the Company to convey a responsible gaming message. Specifically, you will not use any material or in any way target persons who are under 18 or the legal gambling age in their jurisdiction.

2.12 Illegal activity

2.12.1 You will not target any players from the territories or jurisdictions where gambling is illegal. You will act within the relevant and / or applicable law at all times and you will not perform any act which is illegal in relation to the Affiliate Program or otherwise.

2.13 Data Protection and Cookies.

2.13.1 In addition to the obligations found herein, you shall be responsible to comply with the provision of the General Data Protection Regulation, as may be amended or substituted from time to time, and any other data protection legislation applicable to you.

2.13.2 You shall be solely responsible to comply with the E-Privacy Directive (Directive 2002/58/EC) and any other applicable regulation governing the use of Cookies. Furthermore, you shall be responsible, via privacy policies or other equivalent means to inform users that tracking technologies shall be placed on their device by clicking on the Marketing Material. It shall thus be your responsibility to obtain informed consents from the user and monitor compliance with any relevant legislation in this respect.

2.14 The Affiliate acknowledges that promoting on Netherlands market resources and using Dutch language is subject to legal restrictions in the Netherlands. Such actions will be considered as a breach of general terms & conditions and will lead to the immediate account closure if disclosed.

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

2.16 Company monitoring of Affiliate activity. You will immediately give Company all such assistance as is required and provide us with all such information as is requested by Company to monitor your activity under the Affiliate Program.

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

3 AFFILIATE RIGHTS

3.1 Right to direct New Customers.

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

3.2 Licence to use Company Intellectual Property Rights.

3.2.1 We grant to you a non-exclusive, non-transferable license, during the term of this Affiliate Agreement, to use the Company Intellectual Property Rights, which we may from time to time approve solely in connection with the display of the promotional materials on the Affiliate Website or in other such locations as may have been expressly approved (in writing) by Company. This license cannot be sub-licensed, assigned or otherwise transferred by you.

3.3 Players' Personal Data.

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

4 COMPANY OBLIGATIONS

4.1 We shall use our best efforts to provide you with all materials and information required for necessary implementation of the Affiliate Links. The Company will maintain a record of each Player that registers within the Affiliate Program, and will track each Player's activity. A "Player" is defined under this Agreement as a person who registers with our brand/s after having followed a link provided by the Affiliate. Unless expressly agreed otherwise in writing, the Player must be identified by the Affiliate Tag. The Player is bound by our brand/s policies and operating procedures. As such, the Company cannot be held responsible if it refuses a Player or if it closes a Player's account.

4.2 The Company will track each Player's activity and will supply the Affiliate with reports summarizing this activity. The form, content and frequency of the reports may vary at the Company's sole discretion. The Company will strive to provide the Affiliate with online access to Player activity and statistical reports that will assist the Affiliate in effectively promoting our brand/s. The Affiliate can gain access to such reports using the login and secret password provided the Company will collect and report to the Affiliate which may include, without limitation, total number of Players attributed to the Affiliate, profits, losses, net profits, net rakes, deductions, commissions earned and other relevant data related to marketing material performance and personal account data.

4.3 The Company will provide you on an ongoing basis with special promotional materials and resources (other than the standard Marketing Tools) that will aid the Affiliate in directing Player traffic to our brand/s.

4.4 At our sole discretion, we will register any New Customers directed to the Company Websites by you and we will track their transactions. We reserve the right to refuse New Customers (or to close their accounts) if necessary to comply with any requirements we may periodically establish.

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

4.6 We shall use and process the following personal data of an Affiliate or any Affiliate employee, as follows: your username for logging in, your email address, name, date of birth, your country and address, telephone number and financial data for the purposes of ensuring a high level of security, fulfilling the AML legal requirements and for managing our business relationship.

5 COMPANY RIGHTS AND REMEDIES

5.1 In the case of your breach (or, where relevant, suspected breach) of this Agreement or your negligence in performance under the Affiliate Program, or failure to meet your obligations hereunder, the Company shall have the following remedies available:

a) the right to suspend your participation in the Affiliate Program for the period required to investigate any activities that may be in breach of the Affiliate Agreement and/or that are in breach of these terms and conditions. During such period of suspension payment of Commissions will also be suspended until a final outcome of the investigations is established;

b) the right to withhold any Commission or any other payment to the Affiliate arising from or relating to any specific campaign, traffic, content or activity conducted or created by the Affiliate which is in breach of the Affiliate's obligations under the Affiliate Agreement;

c) the right to withhold from the Commission monies which Company deems reasonable to cover any indemnity given by the Affiliate hereunder or to cover any liability of Company which arises as a result of the Affiliate's breach of the Affiliate Agreement;

d) immediately terminate the Affiliate Agreement;

e) the right to withhold monies held in the Affiliate Wallet if they are not withdrawn within a period of 3 (three) months from the date of the termination of the Affiliate Agreement in accordance with clause 9.1 Our rights and remedies detailed above shall not be mutually exclusive.

6 COMMISSION AND PAYMENT

6.1 Subject to your adherence to the provisions of the Affiliate Agreement, you will earn Commission in accordance with the Commission Structure. We retain the right to change the Commission percentage and method of calculation of Commission in accordance with this clause.

6.2 The Commission is calculated at the end of each month and payments shall be made on a monthly basis in arrears, not later than the 20th of the following calendar month.

6.3 Payment of Commission will be made through the MyAffiliates Affiliate Platform. Due to anti-money laundering regulations, Affiliates may be required for verification and "know your customer" documentation before a withdrawal can be accessed.

6.4 A minimum amount of €500 (five hundred euro) has to be accumulated in commissions for the payment to be made in any given month.

6.5 If an error is made in the calculation of the Commission, the Company has the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.

6.6 The Affiliate may, at the Company's sole discretion, be provided with the opportunity to restructure its commission structure and the Company undertakes to inform you of such restructuring within a reasonable timeframe.

6.7 The Affiliate's acceptance of a Commission payment shall constitute the full and final settlement of the balance due for the relevant period. In case the Affiliate disagrees with the balance due as reported, he or she shall notify the Company within fourteen (14) calendar days and clearly state reasons for the disagreement. Failure to notify the Company within this time limit shall be considered as an irrevocable acknowledgment of the balance due for the relevant period.

6.8 The Commission shall be deemed to be exclusive of value added tax or any other applicable tax. The Affiliate shall have the sole responsibility to pay any and all taxes, levies, charges and any other money payable or due to any tax authority, department or other competent entity as a result of the compensation generated under the Affiliate Agreement.

6.9 The Company has the right to declare Your account as a dormant account due to its inactivity. In the event of such dormancy the Company will have the sole discretion to alter any existing commercial terms including but not limited to the commission structure, one-time payouts and administrative fee rates. Following the alterations carried out the Company will further be vested with the sole discretion to determine whether your account shall be retained as a dormant account or otherwise converted to an active account and effectively applying the initial terms agreed upon.

6.10 The applicable currency for any payments due under the Affiliate agreement shall be in euro (€)

6.11 Any payments effected by customers via alternative currencies including but not limited to digital currencies shall be subject to exchange rates that are established by the Company from time to time.

6.12 Due to the costs incurred by the Company in the course of its operation, any non-Sepa payments due to You shall be against an administrative fee which shall be determined by the Company at its sole discretion. For all intents and purposes the Company undertakes to establish the administrative fee based on the fee incurred by the Company to process the payment, therefore excluding any prospective mark-ups and/or additional administrative fees payable by You.

6.13 Payment services are accomplished by Silkwave Tech B.V. on behalf of <https://pillarstone.partners>

7. PAYABLE COMMISSION CALCULATIONS

7.1 In accordance with the CPA Payment Plan, an Affiliate will receive a one-off payment for every new Customer, more specifically:

(a) when a Customer completes first registration,

(b) deposits the minimum required amount and,

(c) meets the minimum wagering activity requirements, as previously agreed upon in writing with your Affiliate Manager.

7.2 Players marked as fraudulent, bonus abusers or which will self-exclude will not be considered qualified for the CPA reward; In the event of a Chargeback received against or

issuance of credit to a Customer, the amount generated through that Customer will be discounted for the purpose of the CPA Plan;

7.3 Pillarstone Partners does not pay for incentivised traffic in any form and we do not pay for schemes where a Customer is given or promised a percentage of the CPA as an incentive for becoming a Customer. Such incentives extend to any roulette playing schemes or casino systems where Customers are advised, in any way, on how to play to beat the online wagering system.

7.4 Pillarstone Partners does not pay for CPA Customers sent via brand bidding as set out in Clause (in brand section) above.

7.5 After termination of this agreement, late converted players will be considered qualified if deposit for the first time within 30 days from the termination date, unless agreement is terminated due to any reason imputable to the affiliate, in which case late converted players will not be considered qualified in any case.

7.6 High-Roller Policy

7.6.1 In any given month, any negative commission generated by customers will be carried forward and offset against future commission revenue generated by the same customer referred by You until such negative commission revenue is cleared.

7.6.2 For all intents and purposes if a Customer generates a negative net revenue of at least €10,000, he/she will be deemed to be, for the purposes of this section, a 'High-Roller'.

7.6.3 If the aggregate Net Revenue for the Affiliate, in that month, for a Brand is negative €2,000 or greater, then the High-Roller policy as set out hereunder, will apply:

7.6.4 The negative Net Revenue generated by the High-Roller will be carried forward and offset against future Net Revenue generated by that same High-Roller;

7.6.5 The set-off shall be exclusive to the balances attributed to the customer generating the negative net revenue and cannot be set-off against other Customers' Net Revenue;

7.6.6 The negative balance of a High-Roller will be reduced by future positive Net Revenue that they generate in subsequent months;

7.6.7 A negative balance will not be increased by future negative Net Revenue unless the High-Roller meets the qualifying criteria in subsequent months.

8 CONFIDENTIAL INFORMATION

8.1 You acknowledge that the Company assumes ownership of any and all Players as soon as they register an account with our brand/s. The Affiliate acts solely as a referral source for our brand/s, and retains no other rights on the Players. Upon opening an account, the Player is subject to all of the Company's rules, policies, and operating procedures.

8.2 During the term of this Agreement and thereafter you may have access to certain classified, confidential, proprietary and sensitive information relating to the business, operations, or technology of the Company. You agree not to disclose the confidential information to any third party or to use the information in an unauthorized manner unless prior written consent has been obtained directly from the Company. If such consent is obtained, the Affiliate agrees only to use this confidential information to further the purposes of this Agreement. The Affiliate's obligation in regards to this section shall survive the termination of this Agreement.

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

8.4 You agree to avoid disclosure or unauthorized use of any such confidential information to third persons or outside parties unless you have our prior written consent. You also agree that you will use the confidential information only for the purposes of the Affiliate Agreement. Your obligations in regards to this clause survive the termination of this Agreement.

8.5 In addition, you must not issue any press release or similar communication to the public with respect to your participation in the Affiliate Program without the prior written consent of the Company (with approval of the exact content to also be approved by Company).

9 TERM AND TERMINATION

9.1 The term of the Affiliate Agreement will begin when you are approved as an Affiliate and will be continuous unless and until either Party notifies the other in writing that it wishes to terminate the Agreement. In this case the Agreement will be terminated 30 days after such notice is given. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification.

9.2 For the avoidance of doubt, Company may also terminate (in accordance with Clause 5 above) upon immediate notice at any time for the Affiliates failure to meet their obligations under the Agreement or otherwise for the Affiliate's negligence.

9.3 Affiliate actions upon termination

9.3.1 Upon termination you must immediately remove all of Company banners or creatives from the Affiliate Website and disable all Affiliate Links from the Affiliate Website to all Company Websites.

9.3.2 All rights and licenses given to you in the Affiliate Agreement shall immediately terminate.

9.3.3 You will return to Company any confidential information and all copies of it in your possession and control, and will cease all uses of all Company Intellectual Property Rights.

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

10 MISCELLANEOUS

10.1 Disclaimer

10.1.1 We make no express or implied warranties or representations with respect to the Affiliate Program, about Company or the Commission payment arrangements (including, without limitation, functionality, warranties of fitness, merchantability, legality or non-infringement). In addition, we make no representation that the operation of our sites will be uninterrupted or error-free and will not be liable for the consequences if there are any. In the event of a discrepancy between the reports offered in the Affiliate Account system and the Company database, the database shall be deemed accurate.

10.2 Indemnity and Limitation of Liability.

10.2.1 You shall indemnify and hold Company, our directors, employees and representatives harmless from and against any and all liabilities, losses, damages and costs, including legal fees, resulting from or in any way connected with,

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

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

(c) your negligence or,

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

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

10.4 Non-Waiver

10.4.1 Our failure to enforce your strict performance of any provision of the Affiliate Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of the Affiliate Agreement.

10.5 Relationship of Parties.

10.5.1 The Company and the Affiliate are independent contractors and nothing in the Affiliate Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this Affiliate Agreement.

10.6 Force Majeure.

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

10.7 Assignability.

10.7.1 You may not assign the Affiliate Agreement, by operation of law or otherwise, without our prior written consent.

10.8 Severability.

10.8.1 If any provision of the Affiliate Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of the Affiliate Agreement or any provision hereof. English language Should there be any conflict or discrepancy between the English language version and any other language, the English version shall prevail.

10.9 Modification of Terms & Conditions

10.9.1 We may modify any of the terms and conditions contained in the Affiliate Agreement or replace it at any time and in our sole discretion by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available Commissions and Affiliate Program rules. For avoidance of doubt any modifications to the terms and conditions shall be duly communicated to You within the MyAffiliates Platform.

10.9.2 If any modification is unacceptable to you, you need to terminate the Affiliate Agreement. Your continued participation in our Affiliate Program following our posting of a change notice or new agreement will constitute binding acceptance of the modification or of the new agreement.