

Terms and Conditions

Last Update: 25-07-2023

General Terms and Conditions

1. Purpose of the Affiliate Program

This affiliate agreement (the “Agreement”) sets out the complete terms and conditions between JetSetTraffic, whose principal place of business is situated at Tower Road, 116, Sliema, Malta (“JetSetTraffic”), and on the second part, the individual or entity stated in the Affiliate Sign up Form (an “Affiliate”) for the JetSetSpins Affiliate Program affiliate program (the “Affiliate Program”).

Whereas JetSetTraffic has, further to its agreement with the Group Companies which includes but is not limited to Co-Gaming Ltd, Playcherry Ltd and Bunchberry Limited (save as otherwise stipulated herein), set up an affiliate program known as JetSetSpins Affiliate Program located at www.JetSetSpinsconnect.com.

It is important that you read and understand this Agreement. By completing an application to join the Affiliate Program you are – subject to JetSetTraffic’s 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.

This Agreement replaces all previous terms and conditions relating to the Affiliate Program or any previous affiliate program offered by JetSetTraffic or any Group Company (as defined below). Notices to the Affiliate concerning any such alteration in the Affiliate Program and/or this Agreement shall be made in writing and will take effect thirty (30) days’ after such notice in writing is deemed to have been received under this Agreement. The Affiliate’s continued participation in the Affiliate Program, including but not limited to acceptance of any commissions from the Company, after such change notice is deemed to have been received under this Agreement, will always be deemed as a binding irrevocable accept of the new terms and conditions and/or other changes in the Affiliate Program.

Each Affiliate is allowed only one affiliate account on the Affiliate Program for each license issued to a Group Company by the relevant gambling authorities. For the avoidance of doubt, the corporate group license issued by the Malta Gaming Authority to the Group Companies shall be deemed to constitute one license.

Any exceptions to the above must be approved in writing by JetSetTraffic's Director of Affiliates or appointed Affiliate Account Manager. We reserve the right to approve or deny any such request at our sole discretion.

This set of terms does not allow you to advertise or send traffic to JetSetSpins.nl. JetSetSpins.nl is operated by Tulipa Ent Limited. Should you wish to promote The Netherlands market, you will need to contact the Affiliate Program.

If you have any queries or questions in relation to this Agreement, or wish to notify JetSetTraffic of any matter related hereto, you may contact us at partner@JetSetSpins.com.

1.1 In this Agreement, the following expressions shall have the following meanings:

“Admin Fee” includes jackpot contribution, game licenses, game royalties, finance fees and applicable taxes;

“Affiliate” means you; the individual or entity stated in the Affiliate Sign up Form who has signed up to the JetSetSpins Affiliate Program in order to promote JetSetSpins Affiliate Program brands through Affiliate's links;

“Affiliate Payment” means any Revenue Share, Hybrid Payments and/or CPA Payments;

“Affiliate Program” means an Internet marketing practice that connects businesses selling products online with websites related to those products. The websites are run by third parties who sell products and services for the Internet company and in return receive a commission;

“Application” means your application to join the Affiliate Program via the Affiliate Program Site;

“JetSetSpins Partners” means together, or individually as the context requires JetSetTraffic and/or the website at <http://JetSetSpinsConnect.com> and its advertised program;

“Brands” means:

– JetSetSpins

These Brands are the names, concepts or identities that are generally, and from time to time, recognized in the public domain worldwide and remain the sole property of JetSetSpins Affiliate Program or its Group Company or of those third parties who, by virtue of a marketing agreement with JetSetTraffic, markets the Group Company’s services under their own brand name.

“Business Day” means any day (excluding Saturdays and Sundays) which is not an official public holiday in Malta;

“CPA Payments” means the CPA reward payments described in clause 5.4;

“Commencement Date” means the date on which JetSetSpins Affiliate Program confirms that your application to join the Affiliate Program has been accepted;

“Confidential Information” means all information in any form relating to a party (and any Group Company in the case of JetSetTraffic) (the “Disclosing Party”) that is directly or indirectly disclosed to the other party (the “Receiving Party”), including any personal data and/or customer data, by any of the Disclosing Party’s employees, professional advisers or contractors before or after the Commencement Date;

“Customers” refers to a user who satisfies each of the following: (1) is a new end user who originates from your Tracking Code via your website, email newsletter or other method acknowledged and approved by us; (ii) uses the tracking mechanism connected to a Property site and registers with that Property site; and (iii) opens a player account as a result of registering with the Property site;

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor acting in good faith;

“Group Company” means JetSetTraffic and any corporate entity which is from time to time a holding company of that company, a subsidiary of that company or a subsidiary of a holding company of that company and shall include any company in which a Group Company has a shareholding of 50% or more;

“Hybrid Payment” means the hybrid payments described in clause 5.6;

“Immediate family” means your spouse, partner, parent, child or sibling;

“Internet Site” means your website or websites located at the web address(es) provided to JetSetSpins Affiliate Program in your Application or subsequently changed from time to time and notified to JetSetSpins Affiliate Program via the Affiliate Program Site;

“IPR” means any and all patents, trademarks, service marks, rights in designs (including semi-conductor topography design rights and circuit layout rights), get-up, trade, business or domain names, goodwill associated with the foregoing, e-mail address names, copyright including rights in computer software (in both source and object code) and rights in databases (in each case whether registered or not and any applications to register and rights to apply for registration of any of the foregoing), rights in inventions and web-formatting scripts (including HTML and XML scripts), know-how, trade secrets and other intellectual property rights which may now or in the future subsist in any part of the world including all rights of reversion and the right to sue for and recover damages for past infringements;

“Property Sites” The following properties participate in the JetSetSpins Affiliate Program. As part of JetSetSpins Partners’s efforts to maintain the integrity of the Properties’ Sites, all websites deemed a copy of any of the Properties’ Sites, including and not limited to the sites below, will be asked to remove all suspect/plagiarized content.

<https://www.norgesspill.com>

<https://www.JetSetSpins.com> (including [JetSetSpins.com/swetten.de](https://www.JetSetSpins.com/swetten.de) and [JetSetSpins.com/on](https://www.JetSetSpins.com/on) and [JetSetSpins.com/sv](https://www.JetSetSpins.com/sv))

A website will be classed as having enough similar content to jeopardize a Property’s Sites in any of the search engines if there is as little as 15% copied

content. Should the copy not be updated within 5 working days, your Affiliate Account and all Affiliate payments will be suspended pending review of the situation.

“Tracking Code” means codes downloaded from the Affiliate Program Site that link to the property sites webpages or any other site owned or controlled by JetSetTraffic or any Group Company;

“Tracking Links” means hypertext links (either a banner or text link) downloaded from the Affiliate Program Site that link to the property sites webpages or any other site owned or controlled by JetSetTraffic or any Group Company;

“Net Casino Winnings” means total winnings from Customers (stakes received less winnings paid out) made by the casino product accessible via the brands that fall under the JetSetSpins Affiliate Programprogram less any payments to third party software providers, the cost of any promotional offers (including any sign up bonuses), any jackpot contributions, adjustments made for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise;

“Net Sports Winnings” means total winnings from Customers (stakes received less winnings paid out) made by the Sports product accessible via the brands that fall under the JetSetSpins Affiliate Programprogram website less any payments to third party software providers, the cost of any promotional offers (including any sign up bonuses), adjustments made for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise;

“Lottery Sales” means total lottery tickets bought by customers

“Parties” means the parties to this Agreement;

“Revenue Share” means the revenue share payments described in Clause 5.3;

Our Default Revenue Share (unless otherwise agreed) is as follows:

CASINO
Net Revenue Reward

€ 0 – €10 000 25%

€ 10 001 – €20 000 30%

€ 20 001 – €30 000 35%

€ 30 001 – €50 000 40%

€ 50 001 + 45%

SPORTS
Net Revenue Reward

€0 – €10,000 20%

€10,001 – €20,000 25%

€20,001 – €30,000 30%

€30,001 + 35%

No Revenue Share deals are given for German brands:
JetSetSpinswetten.de, sunmaker.de, sunnyplayer-slots.de, mobilebet.de.

1.2 In this Agreement (except where the context requires otherwise);

(a) any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(b) the singular includes the plural and vice versa; and

(c) reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute.

1.3 In consideration of you making the Tracking Links available on the Internet Site and subject to the terms and conditions of this Agreement, JetSetSpins Affiliate Program will procure that you are granted a non-exclusive, non-transferable, terminable licence to use the Tracking Links on the Internet Site solely for your internal business purposes and in accordance with such other limitations and restrictions as set out in this Agreement.

2.1 It is a condition of this Agreement that you will not do any of the following:

(a) display the Tracking Links other than on the Internet Site;

(b) display the Tracking Code in any offline media without JetSetSpins Partners' prior written approval;

(c) display data from the Tracking Links via any electronically accessible medium other than the Internet Site without the express written consent of JetSetSpins Partners;

(d) do anything that would cause JetSetSpins Affiliate Program to believe that a Customer has clicked through the Tracking Links to register for an account when that is not the case, sometimes known as 'cookie stuffing'; and/or

(e) use the Tracking Links or Code in a way which proves or is likely to prove detrimental to JetSetSpins Affiliate Programs such as purposefully hiding referral URL's for customers referred to JetSetSpins Affiliate Program brands.

3.1 You warrant and undertake that:

(a) you have full capacity and authority to enter into this Agreement and any other documents executed by you that may be associated with this Agreement;

(b) you will at all times conduct yourself with all due skill, care and diligence, including Good Industry Practice, and in accordance with your own

established procedures and all applicable laws, enactments, orders, regulations and other similar instruments;

(c) you will comply with JetSetSpins Partners' security guidelines and requirements as may be issued by JetSetSpins Affiliate Program from time to time whether in writing or otherwise;

(d) all information you provided in your Application is correct and that you will notify JetSetSpins Affiliate Program promptly of any changes;

(e) you will promptly change the address of the Internet Site on request by JetSetSpins Partners;

(f) you will keep secret and not allow anyone else to use your login and password details for the Affiliate Programme Site;

(g) the Tracking Links will not be placed on any part of the Internet Site which may be aimed at people under 18 years of age;

(h) you will not directly or indirectly offer any potential Affiliate or Sub-Affiliate any incentive (including payment of money or other benefits) to use the Tracking Links or Code;

(i) you have obtained and will maintain in force all necessary registrations, authorisations, consents and licences to enable you to fulfil your obligations under this Agreement and that you will fully comply with all applicable laws and regulations including any advertising codes;

(j) the Internet 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;

(k) you will not seek to challenge the validity of IPR belonging to JetSetSpins Affiliate Program or any Group Company;

(l) you will use all reasonable endeavours to display the Tracking Links and Code on the Internet Site without interruption for the duration of this Agreement;

(m) you will ensure that all communications originating from you relating to JetSetSpins Affiliate Program or our properties make it clear that such communications are sent by and on behalf of you (and not from or on behalf of JetSetSpins Affiliate Program or our properties);

(n) you will not edit, alter or amend any marketing, promotional and/or creative materials which have been produced by or on behalf of JetSetSpins Partners;

(o) you will not encourage or assist any Affiliates to breach any terms and conditions agreed to when opening an account with JetSetSpins Affiliate Program or a Group Company;

(p) you will not, and you will not encourage or assist any Affiliates to, engage in behaviour which in JetSetSpins Partners' reasonable opinion breaches the terms or abuses the spirit of a promotion, competition, tournament or offer operated by JetSetSpins Affiliate Program or a Group Company; and

(q) 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.

(r) For Affiliates approved to offer services in Ontario:

1. The Affiliates are not to engage in any marketing, promotions, or player referral services for JetSetSpins Ontario's www.JetSetSpins.com/on under this agreement, and concurrently undertake affiliate activities related to online gaming sites that facilitate or accept wagers from players in Ontario without an AGCO registration. For avoidance of doubt, if the Affiliate is servicing JetSetSpins in Ontario, then the Affiliate undertakes that s/he will not provide their services to operators in Ontario which are not registered with the AGCO.

2. The Affiliate understands that if a breach of the preceding paragraph occurs, this agreement is immediately terminated and any referral remuneration is forfeited.

3. The Affiliate understands that unless approved specifically for Ontario by the JetSetSpins Affiliate Program team in writing, s/he shall not redirect any traffic to JetSetSpins.com/on. Should this happen, this agreement is

terminated immediately and remuneration generated through such referrals is forfeited.

4. The affiliate for JetSetSpins in Ontario is 19 years or older.

5. The Affiliate shall only display adverts which have been provided or approved by the JetSetSpins Affiliate Programteam. In any case, all adverts shall include:

5.1 a responsible gambling message;

5.2 a 19+ symbol

6. Regarding Inducements, bonuses and credits, the Affiliate shall not publicly advertise any such inducements, bonuses and credits

(s) For Affiliates approved to offer services in Germany:

1. On the Internet Site, the Affiliate shall only link to gambling offers from organisers holding a corresponding license under the German State Treaty on Gambling 2021.

2. The Affiliate understands that all advertising content (text, image, sound, moving images) on the Internet Site must be clearly marked as such.

3. The Affiliate undertakes to display an easily perceptible notice on the Internet Site referencing that they will receive remuneration in the event of registration with Playcherry Limited. The duration of the display of the notice must be sufficient for an average user to fully comprehend the information.

4. The Affiliate is bound to abide by and comply with all the provisions of the State Treaty on Gambling 2021 (GlüStV), along with its ancillary provisions..

(v) 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.

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

(x) You shall not engage in spamming and must at all times practice "Netiquette", this includes any attempt to spam a user through the chat functionality in the participating Property'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 Property or a Property Site, without the express consent of JetSetSpins Partners. Once such consent has been granted by JetSetSpins Partners, 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. In addition, all email marketing must be based on commonly accepted opt-in rules, meaning the user has consented to receive the email from you and is given the option to opt-out in each email. You shall not be entitled to, earn Affiliate Payments from Customers generated in bad faith, or arising from unauthorized advertising or promotion. In the event that we determine that you have engaged in any form of unauthorized 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 of Affiliate Payments and/or immediately terminating this Agreement.

(y) The Affiliate shall not be under eighteen (18) years of age (19 years of age for Ontario, Canada) and must be able to provide copies of identification documents, proof of billing address and any other documents as may be requested by JetSetSpins Affiliate Program at its sole discretion. JetSetSpins Affiliate Program may terminate this Agreement immediately upon notice if you refuse to provide the required documents or if you are found to have provided false or misleading information.

4. You agree that:

(a) you or your Immediate Family may not become Customers and you shall not be entitled to any payment under this Agreement in relation to such persons;

(b) JetSetSpins Affiliate Program may monitor the Internet Site to ensure you are complying with the terms of this Agreement and you will provide JetSetSpins Affiliate Program with all data and information – including passwords – to enable JetSetSpins Affiliate Program to perform such monitoring at no cost to JetSetSpins Partners;

(c) the Electronic Commerce (EC Directive) Regulations 2002 will not apply to this Agreement; and

(d) all Customer data and information shall belong exclusively to JetSetSpins Partners

4.1 You warrant that:

(a) you are not and have never been engaged in any activity, practice or conduct which would constitute an offence; and

(b) you have not been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or any customer regarding any offence or alleged offence, and no such investigation, inquiry or proceedings have been threatened or are pending and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings.

4.2 The appearance and syntax of the hypertext transfer link constitute the only authorised and permitted representation of the Property Sites. You may only use banners retrieved from the 'JetSetSpins Partners' back office and you may not alter their appearance.

4.3 You will not benefit from known or suspected traffic generated in bad faith whether or not it actually causes the Property 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 Affiliate Payments with respect to such traffic may be withheld.

5.1 In consideration of the display of the Tracking Links and Code and introducing Customers, you will be entitled to payment on the following terms.

5.2 You will be able to indicate your initial preferred payment option ("Commission Option) upon having been approved to join the program. The chosen option will be confirmed by JetSetSpins Affiliate Programonce JetSetSpins Affiliate Programaccepts your Application.

5.3 Subject to these terms, if you select a "Revenue Share", JetSetSpins Affiliate Programshall pay you in respect of each Customer:

(a) the applicable percentages of Net Casino, Sports & Lottery Winnings for as long as a Customer has an account with JetSetSpins Affiliate Programbrands or a Group Company.

5.4 If you select a CPA Payment JetSetSpins Affiliate Programshall pay you the selected payment or current standard payment which is payable in accordance with the terms on the Affiliate Programme Site.

(a) You will be entitled to a one-off commission based on criteria which are set, and subject to change with prior written notice, at the sole discretion of JetSetSpins Partners. You will be entitled to a one-off commission based on the number of new depositing players directed to our brands and that would have wagered a minimum of one euro from their total deposits (bonus money is therefore excluded) JetSetSpins Affiliate Programreserves the right to also set other criteria including but not limited to a minimum depositing amount requirement. Such criteria shall apply over an above the requirements to have players directed to our brands wagering a minimum of one Euro.

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

(c) JetSetSpins Affiliate Programdecision with regards to this will be considered final and no further correspondence will be entered into. Right of admission to the CPA programme will be reserved at all times and for any reason. If we determine, in our sole discretion, that you are enrolled in the CPA programme 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 programme with immediate effect. Should this occur, from the moment of your notification, your CPA payment generated on existing or new referred players will be forfeited and considered null and void with no further correspondence entered into.

5.5 If you select a Hybrid Payment JetSetSpins Affiliate Programs shall pay you:

(a) the selected hybrid CPA payments payable in accordance with the terms on the Affiliate Programme Site;

(b) the selected "Revenue Share" percentages of Net Casino, Sports & Lottery Winnings for as long as each Customer has an account with JetSetSpins Affiliate Program brands or a Group Company.

5.6 JetSetSpins Affiliate Program may withdraw a Commission Option at any time by giving notice to you. You will then be required to select another Commission Option via the Affiliate Programme Site which will apply to any Customers whose date of first registration is on or after your date of selection.

5.7 You will be able to review statements showing the number of Customers introduced by you via the Tracking Links or using the Code and Affiliate Payments, if any, which have accrued over the course of the calendar month, using the Affiliate Program Site. Such statements are for information purposes only. JetSetSpins Affiliate Program will endeavour to ensure that such statements will be updated daily but is under no obligation to do so. Provided that you have reached the threshold set out in clause 4.10, JetSetSpins Affiliate Program will, at the first day of the calendar month, inform you of the amount of the Affiliate Payments, if any, for the preceding calendar month (the "Amount Due").

5.8 In the event that the Amount Due for a calendar month is a negative amount, JetSetSpins Affiliate Program will not carry forward or set off such negative amount against Amounts Due for future months which would otherwise be payable to you. If the Amount Due for a particular calendar month does not exceed 50 EUR, JetSetSpins Affiliate Program will be entitled to withhold and carry forward such amount to the end of the next calendar month in which the Amount Due (including any sums carried forward in this way) exceeds 50 EUR, at which time payment shall be made in accordance with clause 4.11.

5.9 All payments made to you by JetSetSpins Affiliate Program under this Agreement are

(a) deemed exclusive of any VAT or other tax payable

(b) will be paid in Euros

(c) Affiliate payments will be made on a monthly basis approximately between the 15th and the end of each month for the amount due for the preceding calendar month, providing the payment exceeds the agreed minimum monthly amount, -or this balance will remain on the account until such month minimum amount has been reached.

(d) Affiliate is responsible for providing the correct payment details.

5.10 Unless agreed in writing by the Company's Head of Affiliates, any changes to an Affiliate's Commission Option will only be applicable to New Customers and not previously referred customers.

5.11 You shall incorporate and prominently and continually display the most up-to-date links provided by JetSetSpins Affiliate Program on all pages of your website in a manner and location agreed by JetSetSpins Affiliate Program and you shall not alter the form, location or operation of the links without our prior written consent.

5.12 In the event that a Customer:

(a) has been introduced in breach of any term of this Agreement;

(b) makes an initial deposit which is subject to a chargeback or which is reversed for any other reason;

(c) uses your code or that of a member of your Immediate Family (or the code relating to any similar or replacement JetSetSpins Affiliate Program customer referral scheme) when signing up for an account;

(d) fails any identity or credit checks carried out by JetSetSpins Affiliate Program on its behalf;

(e) is located in a territory from which the JetSetSpins Affiliate Program and its Group Companies does not accept customers; or

(f) has their account closed within 25 Business Days of the account opening (for any of the reasons above) you will not be entitled to receive any Affiliate Payments in respect of such Customer. The company is obliged to communicate this promptly and the affiliate can request evidence of such closure if applicable. In the event that any such payment has already been made to you in respect of such Customer you will promptly repay the amount paid on receiving notice from JetSetSpins! Connect. JetSetSpins! Connect will be entitled, but not obliged, to set-off any amount owed as a result against future Affiliate Payments.

5.13 The following High Roller Policy shall apply under the Affiliate Program.

5.13.1 Negative commissionable revenue generated in any given month by any Active Customer(s) that JetSetSpins Partners, determines, in its sole discretion to be “High Rollers” will be carried forward and offset against future commissionable revenue generated by the same High Roller referred by the Affiliate until such negative commissionable revenue is cleared.

5.13.2 The determination of the criteria to categorize an Active Customer as “High Roller” shall be in JetSetSpins Partners’s sole discretion, and JetSetSpins Partners’s sole responsibility in this regard shall be to advise the Affiliate of the categorisation of any Active Customer(s) referred by the Affiliate as a High Roller. The six criteria for determining High Roller are the following:

(a) if in any given month an Active Customer generates negative commissionable revenue of at least fifty thousand (€50,000) after tax, and the aggregate commissionable revenue in that month (per Brand) for that Affiliate with respect to this specific Active Customer is negative, then such Active Customer shall be deemed to be a High Roller;

(b) if both of the above criteria listed in 5.13.2.a are met then the negative commissionable revenue generated by the High Roller will be carried forward and offset against future commissionable revenue generated by that High Roller;

(c) the negative balance carried forward cannot be set-off against other Customers’ positive commissionable revenue;

(d) the negative balance of a High Roller will be reduced by future positive commissionable revenue that they generate in subsequent months.

(e) no negative carry over generated by the High Roller will be taken into account after the lapse of the six (6) month period from the event resulting in the High Roller being determined as such in the calculation of the Amount Due to the Affiliate.

(f) the High Roller will be isolated from the Affiliate pool of players and the

negative revenue from this specific Active Customer will not affect the overall Amount Due from the other Active Customers during that given calendar month.

6.1 In addition to payments to be made under clause 5 above, where a new affiliate registers for the Affiliate Programme for the first time via the Tracking Links (a "Sub-Affiliate") you will be entitled to a payment equivalent to the percentage notified to you via the Affiliate Programme Site, of any payments made to such Sub-Affiliate under its affiliate agreement with JetSetSpins Partners.

6.2 Sub-Affiliates may not be directly or indirectly owned or controlled by you or your Immediate Family and you shall not be entitled to any payment under this Agreement in relation to such a Sub-Affiliate.

6.3 In the event that any Affiliate Payment to a Sub-Affiliate is reclaimed under the terms of its agreement with JetSetSpins Affiliate Program or payments are made to you in breach of clause 5.2 above you will promptly repay the amount paid on receiving notice from JetSetSpins Partners.

6.4 JetSetSpins Affiliate Program will be entitled, but not obliged, to set-off any amount owed as a result against future payments under this Agreement.

6.5 All payments under clause 5 will terminate when payments to the relevant Sub-Affiliate end for whatever reason.

6.6 JetSetSpins Affiliate Program may change the level of any payment due under clause 5.2 above in respect of future Sub-Affiliates you refer at any time by giving notice to you.

6.7 Payments under clause 5 will be made in accordance with clauses 5.9 to 5.13 above.

7.1 JetSetSpins Affiliate Program makes no representation that any of its services, or those provided by any Group Company, will be uninterrupted or error-free and, to the fullest extent permissible by law, it will not be liable for the consequences of any such interruptions or errors.

7.2 If there is a pending payment due to an Affiliate for a period of one (1) year or more as a result of incorrect payment details, missing payment

details, invalid or no-longer-valid payment details and the Affiliate has not responded to all reasonable contact attempts made by the Company, the payment will be cancelled.

8.1 All IPR in the Tracking Links belongs to JetSetTraffic or its Group Companies. All IPR in any third-party materials shall belong to the third party owner thereof.

8.2 Nothing in this Agreement purports to grant a licence, provide any warranty or offer any indemnity in respect of any data that is not owned by JetSetSpins Affiliate Program or a Group Company. In the event that you require access to any such data, you agree that you will give JetSetSpins Affiliate Program an opportunity to secure rights to the same and (if it becomes necessary to do so) you will pay the costs of securing a licence to the same from the relevant third party data owner or either party may terminate this Agreement immediately.

8.3 Each party shall immediately notify the other party if any claim or demand is made or action brought against it for any infringement or alleged infringement of any IPR which may affect the supply or use of the Tracking Links.

9.1 You acknowledge that the security of JetSetSpins Affiliate Program data and its systems is fundamental to the business of JetSetSpins Affiliate Program and its Group Companies, and if you become aware of a breach or potential breach of security relating to the Tracking Links, you will immediately notify JetSetSpins Affiliate Program of such breach or potential breach and use your best endeavours to ensure that any potential breach does not become an actual breach and/or to remedy any actual breach and its consequences.

9.2 You warrant that for the purpose of processing personal data, you will at all times comply with the provisions of the General Data Protection Regulation, Regulation (EU) 2016/679 (the "GDPR") as well as the provisions of the Data Processing Agreement attached as Appendix 3 to these Terms.

9.3 When JetSetSpins Affiliate Program processes any personal data related to the Affiliate, the processing is undertaken on the basis of these Terms and Conditions and in compliance with the provisions of the GDPR and the Privacy Policy. By registering for an affiliate account, you agree to the

processing of any personal data for the purposes of JetSetSpins Affiliate Program to manage and administer the Affiliate Program.

10.1 During the term of this Agreement and after termination or expiration of this Agreement, each party shall not use any Confidential Information belonging to the other party for any purpose other than in pursuance of its rights and obligations under this Agreement nor disclose any of the other party's Confidential Information to any person except with the prior written consent of the other party and shall follow Good Industry Practice to prevent the use or disclosure of the Confidential Information. This obligation will not apply to any Confidential Information that

(a) has come into the public domain other than by breach of this Agreement, or any other duty of confidence;

(b) is obtained from a third party without breach of this clause or any other duty of confidence;

(c) has been disclosed to a party by a third party, other than a company within its Group not in breach of any duty of confidence;

(d) is trivial or obvious;

(e) is required to be disclosed by law or other regulatory requirement provided notice is given to the other party prior to disclosure where legal to do so; or

(f) is in the possession of the Party at the time the Confidential Information was disclosed to it by any other party or which is independently developed without reference to any Confidential Information of the other party.

10.2 Each party may disclose any Confidential Information to its directors, other officers, employees, advisers and sub-contractors and to those of any company in its Group to the extent that such disclosure is reasonably necessary in order to comply with its obligations under this Agreement and provided that they are subject to equivalent confidentiality obligations as those set out in this clause.

10.3 On termination of this Agreement each party shall (on request) deliver up to the other party or destroy all copies of Confidential Information in its possession, and (if so requested) shall use all reasonable endeavours to

destroy all copies of Confidential Information stored electronically except to the extent that it is obliged to retain such information under any law, regulation or licence condition applicable to that party or any company in its Group.

10.4 The parties shall together determine the content of any communications concerning the relationship between the parties. Such communications shall be issued at a time and in a manner agreed by the parties. You will indemnify and hold harmless JetSetSpins Partners, and its Group Companies from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by JetSetSpins Affiliate Program or its Group Companies in consequence of any breach by you of your obligations under this Agreement.

11.1 Save as provided by statute and to the fullest extent permitted by law, the following provisions set out the entire liability of JetSetSpins Partners, and its Group Companies (including any liability for the acts and omissions of its employees, agents and sub-contractors) to you whether in contract, tort, statute, equity or otherwise:

(a) you acknowledge and agree that (except as expressly provided in this Agreement) the Tracking Links, Affiliate Program Site and all JetSetSpins Affiliate Program and its Group Companies products are provided "AS IS" without warranties of any kind (whether express or implied);

(b) all conditions, warranties, terms and undertakings (whether express or implied), statutory or otherwise relating to the delivery, performance, quality, accuracy, uninterrupted use, fitness for purpose, occurrence or reliability of the Tracking Links or the Affiliate Programme Site are hereby excluded; and

(c) neither JetSetSpins Affiliate Program nor its Group Companies will be liable to you for any losses relating to your use of the Links or the Affiliate Programme Site or any breach of this Agreement by JetSetSpins Affiliate Program including loss of profits (whether direct or indirect), revenues, goodwill, anticipated savings, data or any type of special, indirect, consequential or economic loss (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or JetSetSpins Affiliate Program or its Group Companies had been advised of the possibility of you incurring such loss.

11.2 No exclusion or limitation set out in this Agreement shall apply in the case of:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury resulting from the negligence of any party or any of its employees, agents or sub-contractors; and/or

11.3 The time limit within which you must commence proceedings against JetSetSpins Affiliate Program to recover on any claim shall be 6 months from the date you become aware or should reasonably have become aware of the relevant breach that would form the subject of the claim.

12.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 15 Business Days, the party not affected may terminate this Agreement immediately by giving notice to other party.

12.2 This Agreement shall commence on the Commencement Date and, subject to clause 12.2, shall continue until either party serves 20 Business Days' written notice of an intention to terminate.

12.3 JetSetSpins Affiliate Program may terminate this Agreement immediately in the event that:

(a) the Affiliate breaches any of the terms of this Agreement which, in the case of a breach capable of remedy, has not been remedied within five (5) Business Days of receipt of a notice from JetSetSpins Affiliate Programs specifying the breach and requiring its remedy;

(b) the Affiliate suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due, begins negotiations for or makes any voluntary arrangement with its creditors, becomes subject to an administration order, has an administrative receiver or receivers appointed in respect of the whole or any part of its assets, goes into liquidation (voluntary

or otherwise save for any voluntary liquidation entered into solely for the purposes of a bona fide reconstruction or amalgamation);

(c) the Affiliate is made the subject of a bankruptcy petition or order;

(d) the Affiliate ceases or threatens to cease carrying on its business;

(e) the Affiliate, in JetSetSpins Partners' opinion, is in breach of the terms of any applicable advertising code of practice including but not limited to the CAP code and any voluntary codes JetSetSpins Affiliate Program has agreed to abide by;

(f) JetSetSpins Affiliate Program ceases to accept Customers from or to advertise in any jurisdiction which is targeted by the Internet Site; or

(g) fails to change the web address of the Internet Site on JetSetSpins Partners' request in accordance with clause 3.1(e).

12.4 Clauses 12.2(b) and (c) will apply if any event occurs, or proceeding is taken, with respect to the Affiliate in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in those clauses.

13.1 Except as set out in clause 13.3 below, termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued prior to termination.

13.2 On termination of this Agreement all licences granted to the Affiliate pursuant to this Agreement will immediately terminate.

13.3 If JetSetSpins Affiliate Program terminates this Agreement under clause 12.2 or you terminate this Agreement under clause 12.1 (except when you do so following a material variation to the terms of the Agreement as provided herein) you will not be entitled to receive any further payments pursuant to clauses 5 and 6 following such termination.

13.4 Clause 9 together with any other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement will survive termination of this Agreement for whatever reason.

14.1 You will not assign, novate, declare a trust of or otherwise dispose of this Agreement, or any part thereof, without the prior written approval of JetSetSpins Partners.

14.2 JetSetSpins Affiliate Program may assign or sub-contract any of its rights and obligations under this Agreement to a Group Company at any time without giving notice to you.

15.1 This Agreement constitutes the entire and only Agreement between the parties with regards to its subject matter and the parties confirm that they have not been induced to enter into this Agreement in reliance upon, nor has it been given, any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

16.1 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute:

(a) the parties as a partnership, association, joint venture or other co-operative entity; or

(b) any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

17.1 No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the parties.

17.2 No failure or delay by a party to exercise any of its rights under this Agreement shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

17.3 JetSetSpins Affiliate Program reserves the right to modify this Agreement in whole or in part at any time at its sole discretion. JetSetSpins Affiliate Program will notify you of any such changes which will become effective immediately upon your acceptance of the Agreement or in continuing to use

the Affiliate Program. You shall have the right to decline to accept the amended Agreement however if you choose to do so you will no longer be able to participate in the Affiliate Program. Alternatively, you may terminate the Agreement within seven (7) business days from your acceptance of the modified Agreement. For the avoidance of any doubt, you agree that if you continue to participate in the Affiliate Program, you are deemed to have approved the changes made to the Agreement.

18.1 Notices and communications from JetSetSpins Affiliate Program will be made by e-mail to the address provided by you on your application to join the Affiliate Programme.

18.2 You should send all notices and communications to the following email address partner@JetSetSpins.com or such other e-mail address as notified to you via the Affiliate Programme Site from time to time.

18.3 Notices and communications will be deemed received 4 hours after being sent provided that if such notice would then be deemed to have been received outside the hours of 09:00 to 18:00 (CET time) it will be deemed to have been received at 09:00 on the next Business Day.

19.1 Except for any Group Company no third party may enforce any rights granted to it under this Agreement.

20.1 the Affiliate shall, upon request from the JetSetSpins Partners, do and execute, or procure that there shall be done and executed, all such documents, deeds, matters, acts or things as that other may at any time require to give it the full benefit of this Agreement.

21.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the laws of Malta and the parties hereby irrevocably submit to the jurisdiction of the courts of Malta.

22. AFFILIATE PERFORMANCE

22.1 The lifetime of a Customer potentially generating Amount Due to the Affiliate pursuant to the terms of this Agreement shall be the period during which there is an active, ongoing relationship between the Active Affiliate

(through the respective active Affiliate account) and JetSetTraffic pursuant to the Affiliate Program.

22.2 An 'Active Affiliate' account is defined as an Affiliate sending through to JetSetSpins Affiliate Programa minimum of six (6) new Active Customer accounts in each and every three (3) month period and maintaining an active website with active banners/promotions promoting the JetSetSpins Affiliate ProgramBrands.

22.3 A new "Active" Customer is defined as a Customer who has cumulatively (i) registered on any Property Sites (ii) made at least one deposit of any value, and (iii) placed at least one (1) wager during the preceding three (3) month period;

22.4 Without prejudice to any other provision of this Agreement related to the reduction, change and/or termination hereof, JetSetSpins Affiliate Programreserves the right to reduce,change or terminate the Affiliate Payment (including but not limited to any commission and/or Reward (as may be applicable) and/or the Agreement as may be applicable at its sole discretion in the following cases (provided that in the case of a commission change, the percentage shall not be lower than 5% net revenue commission as set out in this Agreement):

(a) the Affiliate reduces its efforts to promote JetSetSpins Affiliate ProgramBrands, except in markets where affiliate activity is restricted; and/or
(b) the existing Affiliate Payment results in a financial loss to JetSetSpins Partners, and/or

(c) the Affiliate does not generate a minimum of six (6) new Active Customers (as defined in these terms and conditions) in a period of three (3) months, except in markets where affiliate and/or COE's (or its Group companies') activity is restricted; and/or

(d) in the event of any legal and/or regulatory changes in the relevant market.

22.5 in the event where an Affiliate's account has been subject to a reduction, change and/or termination in accordance with Clause 22.4, it is the Affiliate's sole responsibility to contact JetSetSpins Affiliate Programto request a reconsideration of a new agreement following the said commission reduction, change and/or termination. However, any final decision regarding the reconsideration shall be at the sole discretion of JetSetSpins Partners.

22.6 the Affiliate understands that any newly revised commission plan will only enter into effect after the agreement has been agreed upon in writing by the Affiliate and JetSetSpins Partners. Any Affiliate Payments made in accordance with a new agreement shall be settled in the calendar month immediately following the date of the new agreement.

23. FINAL PROVISIONS

23.1 The Parties undertake to keep any specific terms of their cooperation confidential.

23.2 The aforementioned obligation shall remain binding after the term of the GTA.

23.3 The confidentiality obligation stipulated in this section does not apply if the other Party of these GTA consents to the disclosure of information or if such disclosure is required by authorized government agencies.

23.4 Should any of the provision hereof be deemed illegal, invalid or unenforceable, such provision shall not affect the legality, validity or enforceability of the remaining provisions hereof, provided that the purpose of these GTA can still be achieved by the Parties.

23.5 In the event that any of the provisions hereof is deemed invalid or unenforceable, and it would remain valid and enforceable if a part of the remaining provisions were to be deleted, such provision shall remain in force and changes shall be made to these GTA in order to maintain the validity of the provision.

23.6 The Parties hereby declare their intent to settle all disputes that may arise amicably. Should the Parties fail to settle any dispute through negotiations, all disputes arising from these GTA shall be settled by a Polish and materially competent court. These GTA shall be governed by Polish law.

23.7 All changes or modifications to these GTA shall require a document form, unless otherwise specified in the GTA.

23.8 The Sponsored Party has the right to transfer its rights and obligations arising from the GTA only upon prior approval of JetSetTraffic , unless the transfer is made to entities or persons linked to the Sponsored Party by equity or personally related to the Sponsored Party.

23.9 Generally applicable laws of Poland as well as the General Terms for Affiliation under the name JetSetSpins Affiliate Program shall apply to these GTA. In case of any discrepancies between these GTA and JetSetSpins Partners, the provisions of these GTA shall apply.

23.10 The GTA are effective from the date of their publication on JetSetTraffic ' website.

Appendix 1 – Data Processing Agreement

DEFINITIONS

The Terms Controller / Data Controller, Processor / Data Processor, Personal Data, Process / Processing, Personal Data Breach, Data Protection Impact Assessment, Data Subject, Data Subject Access Request shall all have the same meaning as that provided for in the General Data Protection Regulation (EU) 2016/679 (GDPR).

Data Protection Legislation shall mean (i) the General Data Protection Regulation (EU) 2016/679 (GDPR), on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (ii) the Data Protection Act 2018 (Cap 586 of the Laws of Malta) and (iii) any other applicable laws and regulations regulating the processing of personal data and / or privacy which apply to any party to this Agreement and (iv) if applicable, any guidance and code of practices issued by the relevant competent supervisory authorities.

Purpose / Business Purpose means the purpose/s defined in Annex I

Service means the service to be provided by the Processor to the Controller detailed in Annex I (Purpose) and the Terms and conditions to which this Data Processing Agreement is being attached.

Sub-Processor means any Third Party appointed by the Processor to assist it in the Processing of Personal Data on behalf of the Controller.

SCOPE AND APPLICATION

The Parties agree that the terms and conditions defined in this Agreement shall regulate the transfer of Personal Data from the Controller to the Processor.

The Parties hereby acknowledge and agree that in relation to the processing of Personal Data the Affiliate shall be the Processor wherein it carries out its operations solely to drive traffic towards the Controller.

Provided that the Affiliate shall be deemed a Controller in its own right where it manages data subjects for the purpose of providing customers to the Controller and up to the point before it directs the data subjects to the Controller.

DATA PROTECTION OBLIGATIONS

The Parties hereby undertake to comply with all applicable Data Protection Legislation requirements. This provisions in this Agreement are in addition to, and do not relieve, remove or replace, either Party's obligations or rights under Data Protection Legislation.

PROCESSING

The Parties acknowledge that where the Processor is required to Process Personal Data on behalf of the Controller, it shall do subject to the following conditions that:

The processing of Personal Data is undertaken solely for the purpose and to the extent detailed in Annex I and subject to the security measures detailed in Annex II, both respectively attached to this Data Processing Agreement. The Processor shall not otherwise process Personal Data for any other purpose or without any specific written instruction from the Controller.

The Processor shall maintain a record of its processing activities as provided for in Article 30 of the GDPR.

The Processor shall handle the Personal Data with the same care and scrutiny as if the Personal Data being processed were its own.

The Processor shall assist in ensuring compliance with Article 32 to 36 of the General Data Protection Regulation (Security of the Personal Data and Data Protection Impact Assessments and Prior Consultation) taking into account the nature of the processing and the information available to the Processor.

The Processor also undertakes to notify the Controller in writing where it deems that an instruction of the Controller infringes Data Protection Legislation.

Where the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the Processor shall apply specific restrictions and/or additional safeguards.

ACCESS

The Processor shall ensure that access to Personal Data is restricted to such individuals, parties or entities requiring access for the purpose detailed in Annex I and strictly necessary for the individual, party or entity concerned to perform its duties.

The Processor shall also ensure that individuals, parties or entities requiring access pursuant to the preceding clause are informed of the confidential nature of the Personal Data; are subject to legally binding confidentiality obligations in relation to Personal Data and have received appropriate training on Data Protection Legislation and the handling Personal Data.

RETURN / DESTRUCTION OF DATA

On termination or expiry of this Agreement, the Processor shall, at the choice of the Controller, either (a) delete securely or (b) return all Personal Data to the Controller and delete all existing copies of the Personal Data from its systems. In such circumstances the Processor shall also provide written confirmation to the Controller evidencing compliance with the provision of this Clause in relation to the deletion of Personal Data.

APPOINTMENT OF SUB-PROCESSORS

Where the Processor intends to employ sub-processors to assist it in the processing of Personal Data, it shall do so subject to the following conditions that:

The sub-processor agreement is on terms which are substantially the same as this Data Processing Agreement and terminated automatically on termination of this Data Processing Agreement; and

The Controller is notified of such appointment in advance with the option to

terminate the Agreement without any liability within thirty (30) days of such notification.

Provided that notwithstanding the foregoing, the Processor shall remain liable in full to the Controller for the processing of Personal Data in compliance with this Data Processing Agreement.

INTERNATIONAL DATA TRANSFERS

The Processor shall not transfer Personal Data outside the European Union and / or European Economic Area unless expressly authorised by the Controller and subject to “Appropriate Safeguards” provided for in Article 46(2) of the General Data Protection Regulation for transfers to countries not considered as ensuring an adequate level of protection; and Enforceable rights and effective legal remedies available to the Data Subject;

DATA PROTECTION IMPACT ASSESSMENTS

The Processor shall, as requested by the Controller, provide all reasonable assistance to the Controller in preparation of any Data Protection Impact Assessment prior to commencing any processing. Provided that where costs are involved they shall always be borne by the Party requesting such assistance.

PERSONAL DATA BREACH

The Processor shall notify the Controller without undue delay, and in any event within twenty four (24) hours of becoming aware of a Personal Data Breach using such reporting mechanisms as specified by the Controller if:

The Processor or any Third Party sub-contractor engaged by, or on behalf of, the Processor suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data; or

The Processor or any Third Party sub-contractor engaged by, or on behalf of, the Processor receives any Personal Data Breach notification, complaint, notice or communication which relates directly or indirectly to the processing of Personal Data or to either Party’s compliance with Data Protection Legislation.

In all circumstances the Processor shall provide full cooperation, information and assistance to the Controller in relation to such Personal Data Breach, compliance notice or communication.

DATA SUBJECTS AND OTHER REQUESTS

The Processor shall promptly notify the Controller if:
it receives a request from a Data Subject under any Data Protection Legislation in respect of Personal Data;
it receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation, including from any Supervisory Authority in connection with this Data Processing Agreement;
it receives a request from any Third Party for the disclosure of Personal Data.

In such circumstances, the Processor also:

undertakes not to respond to requests made except with any express instructions from the Controller and to the extent permitted by the applicable Data Protection Legislation; and
provide all the necessary assistance and cooperation (including without limitation implementing technical and organisational measures) to enable the Controller to fulfil its obligations under Data Protection Legislation.

COMPLIANCE AUDITS

The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations provided for in this Data Processing Agreement and the applicable Data Protection Legislation in a timely manner. The Parties further undertake to provide the necessary assistance in the case of audits or inspections carried out by or on behalf of the Controller or any relevant Supervisory Authority.

OTHER TERMS

WARRANTY AND INDEMNITY

Each party warrants to the other that it will process the Personal Data in compliance with the Data Protection Legislation and all applicable laws, enactments, regulations, orders, standards and other similar instruments.

Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this Agreement.

CONFIDENTIALITY

Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ('Confidential Information') confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that the disclosure is required by law or a competent authority or the relevant information is already in the public domain. In the case where disclosure is required by law or competent authority the Disclosing Party shall endeavour to notify the other Party prior to disclosing such data where possible

GOVERNING LAW AND JURISDICTION

This Data Processing Agreement shall be governed by the laws of the country in which the Data Controller is established and the parties shall also submit to the jurisdiction specified therein

TERM AND TERMINATION

The Term of this Agreement shall be that as provided for in the Affiliate Agreement to which this Data Processing Agreement is attached.

Without prejudice to any provisions of the GDPR, in the event that the Processor is in breach of its obligations under this Data Processing Agreement, the Controller may instruct the processor to suspend the processing of personal data until the latter complies with the Clauses in this Data Processing Agreement or the main Agreement is terminated. The Processor shall promptly inform the Controller in case it is unable to comply with the Clauses of this Data Processing Agreement, for whatever reason.

The Controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:
the processing of personal data by the Processor has been suspended by the

controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;

the Processor is in substantial or persistent breach of these Clauses or its obligations under the GDPR

the Processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to the GDPR.

The Processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the Controller that its instructions infringe applicable legal requirements, the Controller insists on compliance with the instructions.

The provisions of this Data Processing Agreement which either expressly or by implication are intended to survive the expiry or termination of this Agreement shall remain in full force and effect.

Termination or expiry of this Data Processing Agreement for whatever reason shall not affect any accrued rights, remedies, obligations or liabilities of the Parties existing on the date of termination or expiry.

NOTICES

For the purpose of escalating any queries, complaints or required notices in pursuant to this Data Processing Agreement, the contact person for the Controller shall be the Data Protection Officer at dpo@JetSetSpins.com Any notice delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and shall be deemed delivered on the receipt of the request receipt or written confirmation.

HIERARCHY

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, the Clauses in this Data Processing Agreement shall prevail.

Annex I – Details of the Processing

Subject Matter

Details

Business Purpose

To provide the Services pursuant to the Affiliate Agreement and subject to the JetSetSpins Affiliate Program Terms and Conditions.

Duration of the Processing

For the duration of the Affiliate Agreement

Categories of Data Subjects

JetSetSpins Affiliate Program Customers

Type of Personal Data

Tracking links generated to identify users that visit JetSetSpins websites via the Affiliate; Customer ID; Username; Registration Data and Deposit Information required where a threshold applies.

Plan for Return or Destruction

Upon expiry or termination of the agreement

Sub-Processor/s

Affiliate is to advise of any sub-processors that may be involved in providing the Service in advance.

Annex II – Security Measures

The Processor shall implement appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the GDPR. In Particular but without limitation, the Processor shall implement the following security measures:

Measures of pseudonymisation and encryption of personal data

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Measures for user identification and authorisation

Measures for the protection of data during transmission

Measures for the protection of data during storage

Measures for ensuring physical security of locations at which personal data are processed

Measures for ensuring events logging

Measures for ensuring system configuration, including default configuration

Measures for internal IT and IT security governance and management

Measures for certification/assurance of processes and products

Measures for ensuring data minimisation

Measures for ensuring data quality

Measures for ensuring limited data retention

Measures for ensuring accountability

Measures for allowing data portability and ensuring erasure

FOR THE JURISDICTION OF POLAND, THE BELOW TERMS AND CONDITIONS SHALL APPLY;

Last Update: 25-07-2023

General Terms and Conditions

1. Purpose of the Affiliate Program

1.1 This affiliate agreement (the "Agreement") sets out the complete terms and conditions between Cherry Online Polska Sp. z.o.o. , with company registration number KRS 0000678163 and whose principal place of business is situated at Gedymina 30, 04-120 Warsaw, Poland ("COP/We"), and on the second part, the individual or entity stated in the Affiliate Sign up Form ("Affiliate/You(r)") as hereinafter defined) for the JetSetSpins Affiliate Program affiliate program ("Affiliate Program").

1.2 Whereas COP has set up an affiliate program known as JetSetSpins Affiliate Program located on www.JetSetSpinsconnect.com.

1.3 COP hereby represents that it conducts business activity in the scope of organizing mutual wagers through the internet based on a Decision no. PS4.6831.26.2017 issued by the Minister of Finance dated 28 June 2018 and in accordance with the Gambling Act. COP further represents that it possesses all necessary and legally required permissions, permits, licenses and authorizations to conduct such activity. This Agreement specifically take into consideration the provisions of the following:

- a. Act on Games of Chance of 19 November 2009 (Journal of Laws 2019, item 847, as amended), hereinafter referred to as the "Gambling Act";
- b. The Civil Code Act of 23 April 1964 as amended (Journal of Laws 2019, item 1145, as amended).

1.4 It is important that You read and understand this Agreement. By completing an application to join the Affiliate Program You are, subject to COP's approval of Your application, agreeing to the terms and conditions of this Agreement. If You do not agree to the following terms and conditions of the Agreement. You should discontinue Your application.

1.5 This Agreement specifically relates to services that You may provide, pursuant to the Affiliate Program, limitedly and exclusively in the jurisdiction of Poland, and replaces all previous terms and conditions relating to this Affiliate Program, or any previous affiliate program offered by COP or any other entity which may use the Brands. Notices to the Affiliate concerning any such alteration in the Affiliate Program and/or this Agreement shall be made in writing and will take effect upon acceptance thereof by the Affiliate. The Affiliate agrees and acknowledges that in the event that , in the event of the Affiliate's continued participation in the Affiliate Program, including but not limited to acceptance of any commissions from COP, following the elapse of

thirty (30) days' after such notice is deemed to have been received under this Agreement, will be deemed as a binding irrevocable tacit acceptance of the new terms and conditions and/or other changes in the Affiliate Program. All demands, notices and communications (collectively, "Notices") under this Agreement shall be in writing and shall be deemed to have been duly given if sent by electronic mail to the last known electronic mail address communicated by the Affiliate to COP.

1.6 Each Affiliate is allowed only one affiliate account on the Affiliate Program. Any exceptions to the aforementioned must be approved in writing by COP's Director of Affiliates or appointed Affiliate Account Manager. We reserve the right to approve or deny any such request at our sole discretion.

1.7 This Agreement and respectively the terms and conditions are specific to the jurisdiction of Poland.

2. Definitions

2.1 In this Agreement, the following expressions shall have the following meanings:

"Admin Fee" includes jackpot contribution, game licenses, game royalties, finance fees and applicable taxes;

"Affiliate/You" means you; the individual or entity stated in the Affiliate Sign up Form who has signed up to the JetSetSpins Affiliate Program in order to promote JetSetSpins Affiliate Program Brands through Affiliate's links;

"Affiliate Payment" means any Revenue Share, Hybrid Payments and/or CPA Payments;

"Affiliate Program" means an Internet marketing practice that connects businesses selling products online with websites related to those products. The websites are run by third parties who sell products and services for the Internet company and in return receive a commission;

"Application" means Your application to join the Affiliate Program via the Affiliate Program Site;

these Brands are the names, concepts or identities that are generally, and from time to time, recognized in the public domain worldwide and remain the sole property of COP or its Group Company.

“Business Day” means any day (excluding Saturdays and Sundays) which is not an official public holiday in Poland;

“CPA Payments” means the CPA reward payments further described in Clause 5;

“Commencement Date” means the date on which JetSetSpins Affiliate Program confirms that Your application to join the Affiliate Program has been accepted;

“Confidential Information” means all information in any form relating to a party (and any Group Company in the case of COP) (the “Disclosing Party”) that is directly or indirectly disclosed to the other party (the “Receiving Party”), including any personal data and/or customer data, by any of the Disclosing Party’s employees, professional advisers or contractors before or after the Commencement Date;

“Customer/s” refers to a user who satisfies each of the following: (1) is a new end user who originates from Your Tracking Code via Your website, email newsletter or other method acknowledged and approved by us; (ii) uses the tracking mechanism connected to a Property site and registers with that Property site; and (iii) opens a player account as a result of registering with the Property site;

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor acting in good faith;

“Group Company” means COP and any corporate entity which is from time to time a holding company of that company, a subsidiary of that company or a subsidiary of a holding company of that company and shall include any company in which a Group Company has a shareholding of 50% or more;

“GTA” means these General Terms and Conditions;

“Hybrid Payment” means the hybrid payments further described in Clause 5;

“Immediate family” means Your spouse, partner, parent, child or sibling;

“Internet Site” means Your website or websites located at the web address(es) provided to JetSetSpins Affiliate Program in Your Application or subsequently changed from time to time and notified to JetSetSpins Affiliate Program via the Affiliate Program Site;

“IPR” means any and all patents, trademarks, service marks, rights in designs (including semi-conductor topography design rights and circuit layout rights), get-up, trade, business or domain names, goodwill associated with the foregoing, e-mail address names, copyright including rights in computer software (in both source and object code) and rights in databases (in each case whether registered or not and any applications to register and rights to apply for registration of any of the foregoing), rights in inventions and web-formatting scripts (including HTML and XML scripts), know-how, trade secrets and other intellectual property rights which may now or in the future subsist in any part of the world including all rights of reversion and the right to sue for and recover damages for past infringements;

A website will be classed as having enough similar content to jeopardize a Property’s Sites in any of the search engines if there is as little as 15% copied content. Should the copy not be updated within five (5) working days, Your Affiliate Account and all Affiliate payments will be suspended pending review of the situation.

“Tracking Code/Code” means codes downloaded from the Affiliate Program site that link to the Property sites webpages or any other site owned or controlled by COP;

“Tracking Links” means hypertext links (either a banner or text link) downloaded from the Affiliate Program Site that link to the Property sites webpages or any other site owned or controlled by COP;

“Net Casino Winnings” means total winnings from Customers (stakes received less winnings paid out) made by the casino product accessible via the brands that fall under the JetSetSpins Affiliate Program program less any payments to third party software providers, the cost of any promotional offers (including any sign up bonuses), any jackpot contributions, adjustments made

for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise;

“Net Sports Winnings” means total winnings from Customers (stakes received less winnings paid out) made by the Sports product accessible via the brands that fall under the JetSetSpins Affiliate Programprogram website less any payments to third party software providers, the cost of any promotional offers (including any sign up bonuses), adjustments made for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise;

“Lottery Sales” means total lottery tickets bought by customers;

“Parties” means the parties to this Agreement;

“Revenue Share” means the revenue share payments as further described in this section and Clause 5;

The Default Revenue Share (unless otherwise agreed) is as follows:

Casino

Net Revenue	Reward
€ 0 – €10 000	25%
€ 10 001 – €20 000	30%
€ 20 001 – €30 000	35%
€ 30 001 – €50 000	40%
€ 50 001 +	45%

Sports

Net Revenue	Reward
€0 – €10,000	20%
€10,001 – €20,000	25%
€20,001 – €30,000	30%
€30,001- €50,000	35%
€50,001 +	40%

On account of providing affiliation services in accordance with this Agreement, the Affiliate shall receive remuneration in accordance with the table below:

Number of first time depositors commission on the total net revenue for a given settlement month

0 – 99 25%

100 and above 30%

unless the Parties agree upon other individual terms in document form.

All changes to the principles of settlement shall require the same document form.

- 2.2 In this Agreement (except where the context requires otherwise)
- a. any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - b. the singular includes the plural and vice versa; and
 - c. reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute.

3. Warranties

3.1 In consideration of You making the Tracking Links available on the Internet Site and subject to the terms and conditions of this Agreement, JetSetSpins Affiliate Program will procure that You are granted a non-exclusive, non-transferable, terminable licence to use the Tracking Links on the Internet Site solely for Your internal business purposes and in accordance with such other limitations and restrictions as set out in this Agreement.

3.2 It is a condition of this Agreement that You will not do any of the following:

- display the Tracking Links other than on the Internet Site;
- display the Tracking Code in any offline media without JetSetSpins Partners' prior written approval;
- display data from the Tracking Links via any electronically accessible medium other than the Internet Site without the express written consent of

JetSetSpins Partners;

do anything that would cause JetSetSpins Affiliate Program to believe that a Customer has clicked through the Tracking Links to register for an account when that is not the case, sometimes known as 'cookie stuffing'; and/or use the Tracking Links or Code in a way which proves or is likely to prove detrimental to JetSetSpins Affiliate Programs such as purposefully hiding referral URL's for customers referred to JetSetSpins Affiliate Program brands.

3.3 You agree that:

- a. You or Your Immediate Family may not become Customers and You shall not be entitled to any payment under this Agreement in relation to such persons;
- b. JetSetSpins Affiliate Program may monitor the Internet Site to ensure You are complying with the terms of this Agreement and You will provide JetSetSpins Affiliate Program with all data and information – including passwords – to enable JetSetSpins Affiliate Program to perform such monitoring at no cost to JetSetSpins Partners;
- d. all Customer data and information shall belong exclusively to JetSetSpins Partners.

3.4 You warrant and undertake that:

- a. You have full capacity and authority to enter into this Agreement and any other documents executed by You that may be associated with this Agreement;
- b. You will at all times conduct Yourself with all due skill, care and diligence, including Good Industry Practice, and in accordance with Your own established procedures and all applicable laws, enactments, orders, regulations and other similar instruments;
- c. You will comply with JetSetSpins Partners' security guidelines and requirements as may be issued by JetSetSpins Affiliate Program from time to time whether in writing or otherwise;
- d. You hereby also represent that You are authorized to run an internet service at the domain address specified by You and all derivative media, which You will use the Affiliate Program pursuant to these GTA. You represent that You have familiarized Yourself with art. 29-29b of the Gambling Act and that You are aware of restrictions with respect to advertising of betting and the ban on promotion of betting and that You hereby undertake to take those restrictions into consideration when providing affiliation services.
- d. All information You provided in Your Application is correct and that You will notify JetSetSpins Affiliate Program promptly of any changes;
- e. You will promptly change the address of the Internet Site on request by JetSetSpins Partners;

- f. You will keep secret and not allow anyone else to use Your login and password details for the Affiliate Programme Site;
- g. The Tracking Links will not be placed on any part of the Internet Site which may be aimed at people under 18 years of age;
- h. You will not directly or indirectly offer any potential affiliate or sub-affiliate any incentive (including payment of money or other benefits) to use the Tracking Links or Code;
- i. You have obtained and will maintain in force all necessary registrations, authorisations, consents and licences to enable You to fulfil Your obligations under this Agreement and that You will fully comply with all applicable laws and regulations including any advertising codes;
- j. The Internet 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;
- k. You will not seek to challenge the validity of IPR belonging to JetSetSpins Affiliate Program or any Group Company;
- l. You will use all reasonable endeavours to display the Tracking Links and Code on the Internet Site without interruption for the duration of this Agreement;
- m. You will ensure that all communications originating from You relating to JetSetSpins Affiliate Program or our properties make it clear that such communications are sent by and on behalf of You (and not from or on behalf of JetSetSpins Affiliate Program or our properties);
- n. You will not edit, alter or amend any marketing, promotional and/or creative materials which have been produced by or on behalf of JetSetSpins Partners;
- o. You will not encourage or assist any other affiliates to breach any terms and conditions agreed to when opening an account with JetSetSpins Affiliate Program or a Group Company;
- p. You will not, and You will not encourage or assist any other affiliates to, engage in behaviour which in JetSetSpins Partners' reasonable opinion breaches the terms or abuses the spirit of a promotion, competition, tournament or offer operated by JetSetSpins Affiliate Program or a Group Company;
- q. You 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.
- r. You are not and have never been engaged in any activity, practice or conduct which would constitute an offence;
- s. You have not been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or any customer regarding any offence or alleged offence, and no such investigation, inquiry or proceedings have been threatened or are pending and there are no

circumstances likely to give rise to any such investigation, inquiry or proceedings.

t. You may only use banners retrieved from the 'JetSetSpins Partners' back office and You may not alter their appearance. The appearance and syntax of the hypertext transfer link constitute the only authorised and permitted representation of the Property Sites.

u. You will not benefit from known or suspected traffic generated in bad faith whether or not it actually causes the Property 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.

v. 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 Affiliate Payments with respect to such traffic may be withheld.

3.5 The Affiliate understands that if a breach of the preceding Clause 3.4 occurs, this Agreement is immediately terminated and any and all Amount Due arising from this Agreement shall be forfeited.

3.6 The Affiliate understands that all advertising content (text, image, sound, moving images) on the Internet Site must be clearly marked as such. The Affiliate undertakes to display an easily perceptible notice on the Internet Site referencing that they will receive remuneration in the event of registration with COP. The duration of the display of the notice must be sufficient for an average user to fully comprehend the information.

3.7 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 operated by any Group Company from time to time, which for the avoidance of doubt includes both the Group Company's Brands and/or any and all other brands (irrespective of their operational status from time to time, and/or their registered trademarks status in any jurisdiction), and any keywords related thereto, which include and are not limited to Mobilebet, Pzbuk 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, which for the avoidance of doubt includes both the Group Company's Brands and/or any and all other brands (irrespective of their operational status from time to time, and/or their registered trademarks status in any jurisdiction), or include the keywords related thereto, which include and are not limited to Mobilebet,

Pzbuk or any other variation such as but not limited to: Mobilebet; Pzbuk in combination to, but not limited to, any of the following: Casino, and any synonyms or possible local language variations; Poker, 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.

3.8 The Affiliate is required to use as negative keywords the following keywords in all online paid advertising (PPC, CPC, etc.): Mobilebet;

Pzbuk

3.9 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.

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

3.11 The Affiliate shall not engage in spamming and must at all times practice "Netiquette" (including but not limited to spamming). 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 Property Site, without the express consent of JetSetSpins Partners. Once such consent has been granted by JetSetSpins

Partners, 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. In addition, all email marketing must be based on commonly accepted opt-in rules, meaning the user has consented to receive the email from You and is given the option to opt-out in each email. You shall not be entitled to, earn Affiliate Payments from Customers generated in bad faith, or arising from unauthorized advertising or promotion. In the event that we determine that You have engaged in any form of unauthorized 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 of Affiliate Payments and/or immediately terminating this Agreement.

3.12 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 JetSetSpins Affiliate Program at its sole discretion. JetSetSpins Affiliate Program may terminate this Agreement immediately upon notice if You refuse to provide the required documents or if You are found to have provided false or misleading information.

3.13 The Affiliate hereby agrees to communicate the fact that it is being sponsored by COP (by way example it shall place banners containing solely the name or a different marking that identifies COP, paired with a designator "sponsor" or "service sponsor" or other mutually agreed upon and approved graphic, containing appropriate annotations as stipulated by relevant regulations, specifically on the home page of the internet service owned by the Sponsored Party, as well as within derivative internet accounts and media).

3.14 The Affiliate shall agree upon the graphic designs of all materials containing trademarks with COP each time, via e-mail. Such designs may be published only after receiving approval from COP.

3.15 Contents, form, method and time of publication, as well as final drafts of marketing materials (sponsoring communication) shall be agreed upon with COP each time and delivered via e-mail within 14 days from day of receipt. All designs of sponsoring materials shall comply with the regulations set forth in the Gambling Act. The final drafts of informational materials shall be delivered by the Affiliate via e-mail to the address pzbuk.pl within fourteen (14) calendar days from the receipt of the first drafts. In the course of

providing affiliation services as part of the GTA, the Affiliate undertakes to protect COP's good name and present the image of COP in a due manner.

3.16 The Affiliate shall delete each and every publication pertaining to COP from the service immediately after receiving a deletion request from COP, even if the publication was priorly agreed upon between the Parties and regardless of the reason for such a request.

3.17 The Affiliate agrees to publish informational banners containing the trademarks or graphic symbols used by COP and other markings related to them, as well as the name and logos of COP, and the Tracking Link leading to the website where mutual wagers are organized by COP, or to different websites specified by COP in case of individual campaigns.

3.18 The Affiliate shall undertake informational activities and shall only disseminate information which:

- a. will not be targeted at minors, present minors, nor involve minors in any way;
- b. will not associate organization of or participation in games of chance with fitness, attractiveness, intellectual prowess or the chance to get an easy reward;
- c. will not include statements that participation in gambling has relaxing or calming effects, nor that it is a method of resolving personal or financial problems;
- d. will not present abstaining from gambling or moderate participation in games of chance in a negative light;
- e. will not encourage viewers to bet larger amounts as a way of increasing the chance of winning;
- f. will not evoke associations with: sexual attractiveness, relaxation and leisure, studying and work, or professional, personal or financial success.

3.19 The Affiliate shall be obliged to ensure that no activities will be specifically targeted at minors and involve minors in any way, and that they will be directed exclusively to persons over the age of 18.

3.20 Whenever the Affiliate presents any informational contents, it shall complement them with a notice, which reads as follows: "Cherry Online Polska sp. z o.o. operates on the basis of a permission no. PS4.6831.26.2017 issued by the Minister of Finance. Gambling involves risk. Participation in illegal games of chance is a criminal offense." In the event

that a regulation governing specific terms, contents, methods and principles of giving the notice mentioned above comes into force, the Parties shall agree via e-mail upon the contents, method and principles of providing the notice in compliance with the new regulation.

3.21 The Affiliate shall provide to COP up-to-date tax residence certificates, valid for 12 months from the day of issuance. The Affiliate shall be obliged to update the certificate once the certificate previously provided to COP has expired. Should the Affiliate fail to provide an up-to-date tax residence certificate, the remuneration payable to the Affiliate may be reduced by income tax, in accordance with Polish tax regulations.

3.22 The Affiliate shall be fully liable for all actions in breach of the Agreement, any agreements and arrangements with COP, or the Gambling Act. The Affiliate further undertakes to promptly delete any published materials upon request by the Affiliate.

3.23 The Parties hereby warrant and represent that:

- a. they are familiar with the contents of the Gambling Act and therefore neither the Affiliate nor COP shall undertake any actions intended to result in illegal advertising or promoting of mutual wagers organized by COP in the territory of the Republic of Poland in the course of performance hereof.
- b. in the course of performing this Agreement, they will act in compliance with all applicable laws and specifically with the provisions of the Gambling Act with respect to advertising, promoting and sponsoring mutual wagers, and all restrictions stipulated by the Gambling Act.
- c. they will mutually undertake to respect and acknowledge each other's interests and inform each other of all circumstances which may be relevant to the performance of this Agreement. The Affiliate undertakes to protect COP good name and fulfil its obligations under this Agreement in a due manner and in accordance with best practices.
- d. they will refrain from any actions which could potentially harm the other Party's reputation during the term of this Agreement.

3.24 It is prohibited to send e-mail or SMS messages to Customers without obtaining their prior explicit consent that has been recorded on a read only data medium.

3.27 It is prohibited to run informational campaigns in bad faith and specifically campaigns which encourage engaging in arbitrage, exploiting software bugs or terms and conditions of promotions. Should suspicions of

such activity arise, remuneration resulting from such activities may be withheld or cancelled by COP or be subject to return, and this Agreement shall be terminated with immediate effect, and COP shall have no obligation to pay any further remuneration.

3.28 The Parties shall appoint their representatives for the purpose of coordinating and supervising the performance of this Agreement and inform the other Party about their appointed representatives via e-mail. A change of representatives tasked with coordinating and supervising the performance hereof shall not constitute an amendment to these GTA. Such changes shall require notifying the other Party by e-mail to be effective and they shall come into effect on the day of receipt of such a notification by the other Party.

4. Active Customers

4.1 The lifetime of a Customer potentially generating Amount Due to the Affiliate pursuant to the terms of this Agreement shall be the period during which there is an active, ongoing relationship between the Active Affiliate (through the respective active Affiliate account) and COP pursuant to the Affiliate Program.

4.2 An 'Active Affiliate' account is defined as an Affiliate sending through to JetSetSpins Affiliate Program a minimum of six (6) new Active Customer accounts in each and every three (3) month period and maintaining an active website with active banners/promotions promoting the JetSetSpins Affiliate Program Brands.

4.3 A new "Active" Customer is defined as a Customer who has cumulatively (i) registered on any Property Sites (ii) made at least one deposit of any value, and (iii) placed at least one (1) wager during the preceding three (3) month period;

4.4 Without prejudice to any other provision of this Agreement related to the reduction, change and/or termination hereof, JetSetSpins Affiliate Program reserves the right to reduce, change or terminate the Affiliate Payment (including but not limited to any commission and/or Reward (as may be applicable) and/or the Agreement as may be applicable at its sole discretion in the following cases (provided that in the case of a commission change, the percentage shall not be lower than 5% net revenue commission as set out in this Agreement):

a. the Affiliate reduces its efforts to promote JetSetSpins Affiliate

ProgramBrands, except in markets where affiliate activity is restricted; and/or

- b. the existing Affiliate Payment results in a financial loss to JetSetSpins Partners, and/or
- c. the Affiliate does not generate a minimum of six (6) new Active Customers (as defined in these terms and conditions) in a period of three (3) months, except in markets where affiliate and/or COP's (or its Group companies') activity is restricted; and/or
- e. in the event of any legal and/or regulatory changes in the relevant market.

5. Payments

5.1 In consideration of the display of the Tracking Links and Code and introducing Customers, You will be entitled to payment on the following terms included in this Clause 5.

5.2 You will be able to indicate Your initial preferred payment option ("Commission Option) upon having been approved to join the Affiliate program. The chosen option will be confirmed by JetSetSpins Affiliate Program once JetSetSpins Affiliate Program accepts Your Application.

5.3 Subject to these terms, if You select a "Revenue Share", JetSetSpins Affiliate Program shall pay You in respect of each Active Customer:

- (a) the applicable percentages of Net Casino, Sports & Lottery Winnings for as long as a Customer has an account [LM7] with JetSetSpins Affiliate Program Brands.

5.4 If You select a CPA Payment JetSetSpins Affiliate Program shall pay You the selected payment or current standard payment which is payable in accordance with the terms on the Affiliate Programme Site.

5.5 You will be entitled to a one-off commission based on criteria which are set, and subject to change with prior written notice, at the sole discretion of JetSetSpins Partners. You will be entitled to a one-off commission based on the number of new depositing players directed to our brands and that would have wagered a minimum of one euro from their total deposits (bonus money is therefore excluded). JetSetSpins Affiliate Program reserves the right to also set other criteria including but not limited to a minimum depositing amount requirement. Such criteria shall apply over and above the requirements to have players directed to our brands wagering a minimum of one Euro.

5.6 All Cost Per Acquisition (“CPA”) deals are subject to a 24 Hour termination policy. JetSetSpins Partners’s decision with regards to this will be considered final and no further correspondence will be entered into. Right of admission to the CPA programme will be reserved at all times and for any reason. If We determine, in our sole discretion, that You are enrolled in the CPA programme 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 programme with immediate effect. Should this occur, from the moment of Your notification, Your CPA payment generated on existing or new referred players will be forfeited and considered null and void with no further correspondence entered into.

5.7 If You select a Hybrid Payment JetSetSpins Affiliate Program shall pay You:

- (a) the selected hybrid CPA payments payable in accordance with the terms on the Affiliate Programme Site;
- (b) the selected “Revenue Share” percentages of Net Casino, Sports & Lottery Winnings for as long as each Customer has an account with JetSetSpins Affiliate Program brands.

5.8 JetSetSpins Affiliate Program may withdraw a Commission Option at any time by giving notice to You. You will then be required to select another Commission Option via the Affiliate Programme Site which will apply to any Customers whose date of first registration is on or after Your date of selection.

5.9 You will be able to review statements showing the number of Customers introduced by You via the Tracking Links or using the Code and Affiliate Payments, if any, which have accrued over the course of the calendar month, using the Affiliate Program Site. Such statements are for information purposes only. JetSetSpins Affiliate Program will endeavour to ensure that such statements will be updated daily but is under no obligation to do so. Provided that You have reached the threshold set out in Clause 4, JetSetSpins Affiliate Program will, at the first day of the calendar month, inform You of the amount of the Affiliate Payments, if any, for the preceding calendar month (the “Amount Due”).

5.10 In the event that the Amount Due for a calendar month is a negative amount, JetSetSpins Affiliate Program will not carry forward or set off such negative amount against Amounts Due for future months which would otherwise be payable to You. If the Amount Due for a particular calendar

month does not exceed 50 EUR, JetSetSpins Affiliate Program will be entitled to withhold and carry forward such amount to the end of the next calendar month in which the Amount Due (including any sums carried forward in this way) exceeds 50 EUR, at which time payment shall be made in accordance with this Clause 5.

5.11 All payments made to You by JetSetSpins Affiliate Program under this Agreement are:

- a. deemed exclusive of any VAT or other tax payable;
- (b) will be paid in Euro unless otherwise agreed upon by the Parties;
- b. Affiliate payments will be made on a monthly basis approximately between the 15th and the end of each month for the Amount Due for the preceding calendar month, providing the payment exceed the agreed minimum monthly amount (as specified in this Clause 5), -or this balance will remain on the account until such month minimum amount has been reached.
- c. Affiliate is responsible for providing the correct payment details.

5.12 Unless otherwise agreed upon in writing by COP, any changes to an Affiliate's Commission Option will only be applicable to New Customers and not previously referred customers.

5.13 You shall incorporate and prominently and continually display the most up-to-date links provided by JetSetSpins Affiliate Program on all pages of Your website in a manner and location agreed by JetSetSpins Affiliate Program and You shall not alter the form, location or operation of the links without our prior written consent.

5.14 In the event that a Customer:

- a. has been introduced in breach of any term of this Agreement;
- b. makes an initial deposit which is subject to a chargeback or which is reversed for any other reason;
- c. uses Your code or that of a member of Your Immediate Family (or the code relating to any similar or replacement JetSetSpins Affiliate Program customer referral scheme) when signing up for an account;
- d. fails any identity or credit checks carried out by JetSetSpins Affiliate Program on its behalf;
- e. is located in a territory from which the JetSetSpins Affiliate Program and its Group Companies does not accept customers; or
- f. has their account closed within 25 Business Days of the account opening (for any of the reasons above)

You will not be entitled to receive any Affiliate Payments in respect of such Customer. COP is obliged to communicate this promptly and the Affiliate can

request evidence of such closure if applicable. In the event that any such payment has already been made to You in respect of such Customer, You will promptly repay the amount paid on receiving notice from JetSetSpins Partners. JetSetSpins Affiliate Program will be entitled, but not obliged, to set-off any amount owed as a result against future Affiliate Payments.

5.15 High Roller Policy

The following High Roller Policy shall apply under the Affiliate Program.

5.15.1 Negative commissionable revenue generated in any given month by any Active Customer(s) that JetSetSpins Partners, determines, in its sole discretion to be “High Rollers” will be carried forward and offset against future commissionable revenue generated by the same High Roller referred by the Affiliate until such negative commissionable revenue is cleared.

5.15.2 The determination of the criteria to categorize an Active Customer as “High Roller” shall be in JetSetSpins Partners’s sole discretion, and JetSetSpins Partners’s sole responsibility in this regard shall be to advise the Affiliate of the categorisation of any Active Customer(s) referred by the Affiliate as a High Roller. The criteria for determining High Roller are the following:

- a. if in any given month an Active Customer generates negative commissionable revenue of at least fifty thousand (€50,000) after tax, and the aggregate commissionable revenue in that month (per Brand) for that Affiliate with respect to this specific Active Customer is negative, then such Active Customer shall be deemed to be a High Roller;
- b. if both of the above criteria listed in Clause 5.15.2(a) are met then the negative commissionable revenue generated by the High Roller will be carried forward and offset against future commissionable revenue generated by that High Roller;
- c. the negative balance carried forward cannot be set-off against other Customers’ positive commissionable revenue;
- f. the negative balance of a High Roller will be reduced by future positive commissionable revenue that they generate in subsequent months.

No negative carry over generated by the High Roller will be taken into account after the lapse of the six (6) month period from the event resulting in the High Roller being determined as such in the calculation of the Amount Due to the Affiliate.

5.15.3 The High Roller will be isolated from the Affiliate pool of players and the negative revenue from this specific Active Customer will not affect the overall Amount Due from the other Active Customers during that given calendar month.

5.16 In addition to payments to be made under this Clause 5, where a new affiliate registers for the Affiliate Programme for the first time via the Tracking Links (a "Sub-Affiliate") You will be entitled to a payment equivalent to the percentage notified to You via the Affiliate Programme Site, of any payments made to such Sub-Affiliate under its affiliate agreement with JetSetSpins Partners. Any such payments will be made in accordance with the terms of this Clause.

5.17 Sub-Affiliates may not be directly or indirectly owned or controlled by You or Your Immediate Family and You shall not be entitled to any payment under this Agreement in relation to such a Sub-Affiliate.

5.18 In the event that any Affiliate Payment to a Sub-Affiliate is reclaimed under the terms of its agreement with JetSetSpins Affiliate Program or payments are made to You in breach of this Clause 5, You will promptly repay the amount paid on receiving notice from JetSetSpins Partners. JetSetSpins Affiliate Program will be entitled, but not obliged, to set-off any amount owed as a result against future payments under this Agreement.

5.19 All payments due under this Clause 5 will terminate when payments to the relevant Sub-Affiliate end for whatever reason.

5.20 JetSetSpins Affiliate Program may change the level of any payment due under this Clause 5 above in respect of future Sub-Affiliates You refer at any time by giving notice to You.

5.21 JetSetSpins Affiliate Program makes no representation that any of its services, or those provided by any Group Company, will be uninterrupted or error-free and, to the fullest extent permissible by law, it will not be liable for the consequences of any such interruptions or errors.

5.22 If there is a pending payment due to an Affiliate for a period of one (1) year or more as a result of incorrect payment details, missing payment details, invalid or no-longer-valid payment details and the Affiliate has not

responded to all reasonable contact attempts made by the Company, the payment will be cancelled.

6. Intellectual Property

6.1 All IPR in the Tracking Links belongs to COP or its Group Companies. All IPR in any third-party materials shall belong to the third-party owner thereof.

6.2 Nothing in this Agreement purports to grant a licence, provide any warranty or offer any indemnity in respect of any data that is not owned by JetSetSpins Affiliate Program or a Group Company. In the event that You require access to any such data, You agree that You will give JetSetSpins Affiliate Program an opportunity to secure rights to the same and (if it becomes necessary to do so) You will pay the costs of securing a licence to the same from the relevant third party data owner or either party may terminate this Agreement immediately.

6.3 Each party shall immediately notify the other party if any claim or demand is made or action brought against it for any infringement or alleged infringement of any IPR which may affect the supply or use of the Tracking Links.

6.4 You acknowledge that the security of JetSetSpins Affiliate Program data and its systems is fundamental to the business of JetSetSpins Affiliate Program and its Group Companies, and if You become aware of a breach or potential breach of security relating to the Tracking Links, You will immediately notify JetSetSpins Affiliate Program of such breach or potential breach and use Your best endeavours to ensure that any potential breach does not become an actual breach and/or to remedy any actual breach and its consequences.

7. Personal Data

7.1 You warrant that for the purpose of processing personal data, You will at all times comply with the provisions of the General Data Protection Regulation, Regulation (EU) 2016/679 (the "GDPR") as well as the provisions of the Data Processing Agreement attached as Appendix 1 to these Terms.

7.2 When JetSetSpins Affiliate Program processes any personal data related to the Affiliate, the processing is undertaken on the basis of this Agreement and in compliance with the provisions of the GDPR and the Privacy Policy. By registering for an Affiliate account, You agree to the processing of any personal data for the purposes of JetSetSpins Affiliate Program to manage and administer the Affiliate Program.

8. Confidential Information

8.1 During the term of this Agreement and after termination or expiration of this Agreement, each party shall not use any Confidential Information belonging to the other party for any purpose other than in pursuance of its rights and obligations under this Agreement nor disclose any of the other party's Confidential Information to any person except with the prior written consent of the other party and shall follow Good Industry Practice to prevent the use or disclosure of the Confidential Information. This obligation will not apply to any Confidential Information that:

- a. has come into the public domain other than by breach of this Agreement, or any other duty of confidence;
- b. is obtained from a third party without breach of this clause or any other duty of confidence;
- c. has been disclosed to a party by a third party, other than a company within its Group not in breach of any duty of confidence;
- d. is trivial or obvious;
- e. is required to be disclosed by law or other regulatory requirement provided notice is given to the other party prior to disclosure where legal to do so; or
- f. is in the possession of the party at the time the Confidential Information was disclosed to it by any other party or which is independently developed without reference to any Confidential Information of the other party.

8.2 Each party may disclose any Confidential Information to its directors, other officers, employees, advisers and sub-contractors and to those of any company in its Group to the extent that such disclosure is reasonably necessary in order to comply with its obligations under this Agreement and provided that they are subject to equivalent confidentiality obligations as those set out in this clause.

8.3 On termination of this Agreement each party shall (on request) deliver up to the other party or destroy all copies of Confidential Information in its possession, and (if so requested) shall use all reasonable endeavours to destroy all copies of Confidential Information stored electronically except to the extent that it is obliged to retain such information under any law, regulation or licence condition applicable to that party or any company in its Group.

9. Liability

9.1 Save as provided by statute and to the fullest extent permitted by law, the following provisions set out the entire liability of JetSetSpins Partners, and its Group Companies (including any liability for the acts and omissions of its employees, agents and sub-contractors) to You whether in contract, tort,

statute, equity or otherwise:

- a. You acknowledge and agree that (except as expressly provided in this Agreement) the Tracking Links, Affiliate Program Site and all JetSetSpins Affiliate Program and its Group Companies products are provided "AS IS" without warranties of any kind (whether express or implied);
- b. all condition, warranties, terms and undertakings (whether express or implied), statutory or otherwise relating to the delivery, performance, quality, accuracy, uninterrupted use, fitness for purpose, occurrence or reliability of the Tracking Links or the Affiliate Programme Site are hereby excluded; and
- c. neither JetSetSpins Affiliate Program nor its Group Companies will be liable to You for any losses relating to Your use of the Links or the Affiliate Programme Site or any breach of this Agreement by JetSetSpins Affiliate Program including loss of profits (whether direct or indirect), revenues, goodwill, anticipated savings, data or any type of special, indirect, consequential or economic loss (including loss or damage suffered by You as a result of an action brought by a third party) even if such loss was reasonably foreseeable or JetSetSpins Affiliate Program or its Group Companies had been advised of the possibility of You incurring such loss.

9.2 No exclusion or limitation set out in this Agreement shall apply in the case of:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury resulting from the negligence of any party or any of its employees, agents or sub-contractors;
- (c) wilful misconduct; and/or
- (d) gross negligence

9.3 The time limit within which You must commence proceedings against JetSetSpins Affiliate Program to recover on any claim shall be six (6) months from the date You become aware or should reasonably have become aware of the relevant breach that would form the subject of the claim.

9.4 You will indemnify and hold harmless JetSetSpins Partners, and its Group Companies from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by JetSetSpins Affiliate Program or its Group Companies in consequence of any breach by You of Your obligations under this Agreement.

10. Term & Termination

10.1 This Agreement shall commence on the Commencement Date and, subject to the terms of this Clause 10, shall continue indefinitely until either party serves a one (1) month written notice to the other party of its intention to terminate the Agreement.

10.2 JetSetSpins Affiliate Program may terminate this Agreement immediately in the event that:

- (a) the Affiliate breaches any of the terms of this Agreement which, in the case of a breach capable of remedy, has not been remedied within five (5) Business Days of receipt of a notice from JetSetSpins Affiliate Programs specifying the breach and requiring its remedy;
- (b) the Affiliate suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due, begins negotiations for or makes any voluntary arrangement with its creditors, becomes subject to an administration order, has an administrative receiver or receivers appointed in respect of the whole or any part of its assets, goes into liquidation (voluntary or otherwise save for any voluntary liquidation entered into solely for the purposes of a bona fide reconstruction or amalgamation);
- (c) the Affiliate is made the subject of a bankruptcy petition or order;
- (d) the Affiliate ceases or threatens to cease carrying on its business;
- (e) the Affiliate, in JetSetSpins Partners' opinion, is in breach of the terms of any applicable advertising code of practice including but not limited to the CAP code and any voluntary codes JetSetSpins Affiliate Program has agreed to abide by;
- (f) JetSetSpins Affiliate Program ceases to accept Customers from or to advertise in any jurisdiction which is targeted by the Internet Site;
- (g) fails to change the web address of the Internet Site on JetSetSpins Partners' request;
- (h) if the actions of the Affiliate damaged, may have damaged or may damage COP's reputation;
- (i) government agencies, the police, or the prosecutor's office inform COP that the Affiliate may have violated the provision of the law, which caused or may have caused damage to COP's reputation; or
- (k) if it is determined that the Affiliate has entered into this Agreement solely for the purpose of collecting remuneration for procuring first time depositors who are not interested in legally using JetSetSpins Affiliate Program products. In such an event, the commission-based remuneration generated by existing and recommended first time depositors after the Affiliate has received notice of termination shall be cancelled.

10.3 The Affiliate may terminate this Agreement without notice and with immediate effect in the following circumstances:

- if the Agreement is not performed by COP in due manner;
- in the event of default in payment longer than two (2) months and after an additional fourteen (14) days' period from the date of notifying COP;
- in other circumstances – fourteen (14) days' from the date of requesting that COP amends all established violations;
- if the actions of COP damaged, may have damaged or may damage the Affiliate's reputation.

Except as set out in this Agreement, termination of this Agreement shall be

without prejudice to any rights or obligations which shall have accrued prior to termination.

On termination of this Agreement all licences granted to the Affiliate pursuant to this Agreement will immediately terminate.

10.6 If JetSetSpins Affiliate Program terminates this Agreement under Clause 10.1 and Clause 10.2 or You terminate this Agreement under clause 10.3. You will not be entitled to receive any further payments pursuant under this Agreement following such termination.

10.7 This Agreement shall expire in the event that JetSetSpins Affiliate Program ceases its business activity or COP ceases its business activity in the scope of organizing mutual wagers.

11. Miscellaneous

11.1 You will not assign, transfer, novate, declare a trust of or otherwise dispose of this Agreement, or any part thereof, without the prior written approval of COP.

11.2 COP may assign or sub-contract any of its rights and obligations under this Agreement to a Group Company at any time without giving notice to You.

11.3 This Agreement constitutes the entire and only Agreement between the parties with regards to its subject matter and the parties confirm that they have not been induced to enter into this Agreement in reliance upon, nor has it been given, any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

11.4 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute:

(a) the parties as a partnership, association, joint venture or other co-operative entity; or

(b) any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

11.5 No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the parties.

11.6 No failure or delay by a party to exercise any of its rights under this Agreement shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

11.7 JetSetSpins Affiliate Program reserves the right to modify this

Agreement in whole or in part at any time at its sole discretion. JetSetSpins Affiliate Program will notify You of any such changes which will become effective immediately upon Your acceptance of the Agreement or in continuing to use the Affiliate Program. You shall have the right to decline to accept the amended Agreement however if You choose to do so You will no longer be able to participate in the Affiliate Program. Alternatively, You may terminate the Agreement within seven (7) business days from Your acceptance of the modified Agreement. For the avoidance of any doubt, You agree that if You continue to participate in the Affiliate Program, You are deemed to have approved the changes made to the Agreement.

11.8 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for fifteen (15) Business Days, the party not affected may terminate this Agreement immediately by giving notice to other party.

11.9 Notices and communications from JetSetSpins Affiliate Program will be made by e-mail to the address provided by You on Your application to join the Affiliate Programme.

11.10 You should send all notices and communications to the following email address partner@JetSetSpins.com or such other e-mail address as notified to You via the Affiliate Programme Site from time to time. Notices and communications will be deemed received 4 hours after being sent provided that if such notice would then be deemed to have been received outside the hours of 09:00 to 18:00 (CET time) it will be deemed to have been received at 09:00 on the next Business Day.

11.11 Except for any Group Company no third party may enforce any rights granted to it under this Agreement.

11.12 The Affiliate shall, upon request from the JetSetSpins Partners, do and execute, or procure that there shall be done and executed, all such documents, deeds, matters, acts or things as that other may at any time require to give it the full benefit of this Agreement.

11.13 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the laws of Poland and the parties hereby irrevocably submit to the jurisdiction of the courts of Poland.

11.14 The Parties undertake to keep any specific terms of their cooperation confidential. The aforementioned obligation shall remain binding after the termination of this Agreement. The confidentiality clause together with any other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement will survive termination of this Agreement for

whatever reason. The confidentiality obligation stipulated in this section does not apply if the other party to this Agreement consents to the disclosure of information or if such disclosure is required by authorized government agencies.

11.15 Should any of the provision hereof be deemed illegal, invalid or unenforceable, such provision shall not affect the legality, validity or enforceability of the remaining provisions hereof, provided that the purpose of this Agreement can still be achieved by the Parties. In the event that any of the provisions hereof is deemed invalid or unenforceable, and it would remain valid and enforceable if a part of the remaining provisions were to be deleted, such provision shall remain in force and changes shall be made to this Agreement in order to maintain the validity of the provision.

11.16 All changes or modifications to this Agreement shall require a document form, unless otherwise specified in this Agreement

11.17 The GTA are effective from the date of their publication on JetSetTraffic ' website.

Appendix 1 – Data Processing Agreement

1. DEFINITIONS

The Terms Controller / Data Controller, Processor / Data Processor, Personal Data, Process / Processing, Personal Data Breach, Data Protection Impact Assessment, Data Subject, Data Subject Access Request shall all have the same meaning as that provided for in the General Data Protection Regulation (EU) 2016/679 (GDPR).

Data Protection Legislation shall mean (i) the General Data Protection Regulation (EU) 2016/679 (GDPR), on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (ii) the Data Protection Act 2018 (Cap 586 of the Laws of Malta) and (iii) any other applicable laws and regulations regulating the processing of personal data and / or privacy which apply to any party to this Agreement and (iv) if applicable, any guidance and code of practices issued by the relevant competent supervisory authorities.

Purpose / Business Purpose means the purpose/s defined in Annex I

Service means the service to be provided by the Processor to the Controller detailed in Annex I (Purpose) and the Terms and conditions to which this Data Processing Agreement is being attached.

Sub-Processor means any Third Party appointed by the Processor to assist it in the Processing of Personal Data on behalf of the Controller.

2. SCOPE AND APPLICATION

The Parties agree that the terms and conditions defined in this Agreement shall regulate the transfer of Personal Data from the Controller to the Processor.

The Parties hereby acknowledge and agree that in relation to the processing of Personal Data the Affiliate shall be the Processor wherein it carries out its operations solely to drive traffic towards the Controller.

Provided that the Affiliate shall be deemed a Controller in its own right where it manages data subjects for the purpose of providing customers to the Controller and up to the point before it directs the data subjects to the Controller.

3. DATA PROTECTION OBLIGATIONS

The Parties hereby undertake to comply with all applicable Data Protection Legislation requirements. This provisions in this Agreement are in addition to, and do not relieve, remove or replace, either Party's obligations or rights under Data Protection Legislation.

3.1 PROCESSING

The Parties acknowledge that where the Processor is required to Process Personal Data on behalf of the Controller, it shall do subject to the following conditions that:

- (i) The processing of Personal Data is undertaken solely for the purpose and to the extent detailed in Annex I and subject to the security measures detailed in Annex II, both respectively attached to this Data Processing Agreement. The Processor shall not otherwise process Personal Data for any other purpose or without any specific written instruction from the Controller.
- (ii) The Processor shall maintain a record of its processing activities as provided for in Article 30 of the GDPR.
- (iii) The Processor shall handle the Personal Data with the same care and scrutiny as if the Personal Data being processed were its own.
- (iv) The Processor shall assist in ensuring compliance with Article 32 to 36 of the General Data Protection Regulation (Security of the Personal Data and Data Protection Impact Assessments and Prior Consultation) taking into account the nature of the processing and the information available to the Processor.

The Processor also undertakes to notify the Controller in writing where it deems that an instruction of the Controller infringes Data Protection Legislation.

Where the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the Processor shall apply specific restrictions and/or additional safeguards.

3.2 ACCESS

The Processor shall ensure that access to Personal Data is restricted to such individuals, parties or entities requiring access for the purpose detailed in Annex I and strictly necessary for the individual, party or entity concerned to perform its duties.

The Processor shall also ensure that individuals, parties or entities requiring access pursuant to the preceding clause are informed of the confidential nature of the Personal Data; are subject to legally binding confidentiality obligations in relation to Personal Data and have received appropriate training on Data Protection Legislation and the handling Personal Data.

3.3 RETURN / DESTRUCTION OF DATA

On termination or expiry of this Agreement, the Processor shall, at the choice of the Controller, either (a) delete securely or (b) return all Personal Data to the Controller and delete all existing copies of the Personal Data from its systems. In such circumstances the Processor shall also provide written confirmation to the Controller evidencing compliance with the provision of this Clause in relation to the deletion of Personal Data.

3.4 APPOINTMENT OF SUB-PROCESSORS

Where the Processor intends to employ sub-processors to assist it in the processing of Personal Data, it shall do so subject to the following conditions that:

- (i) The sub-processor agreement is on terms which are substantially the same as this Data Processing Agreement and terminated automatically on termination of this Data Processing Agreement; and
- (ii) The Controller is notified of such appointment in advance with the option to terminate the Agreement without any liability within thirty (30) days

of such notification.

Provided that notwithstanding the foregoing, the Processor shall remain liable in full to the Controller for the processing of Personal Data in compliance with this Data Processing Agreement.

3.5 INTERNATIONAL DATA TRANSFERS

The Processor shall not transfer Personal Data outside the European Union and / or European Economic Area unless expressly authorised by the Controller and subject to

- (i) “Appropriate Safeguards” provided for in Article 46(2) of the General Data Protection Regulation for transfers to countries not considered as ensuring an adequate level of protection; and
- (ii) Enforceable rights and effective legal remedies available to the Data Subject;

3.6 DATA PROTECTION IMPACT ASSESSMENTS

The Processor shall, as requested by the Controller, provide all reasonable assistance to the Controller in preparation of any Data Protection Impact Assessment prior to commencing any processing. Provided that where costs are involved they shall always be borne by the Party requesting such assistance.

3.7 PERSONAL DATA BREACH

The Processor shall notify the Controller without undue delay, and in any event within twenty four (24) hours of becoming aware of a Personal Data Breach using such reporting mechanisms as specified by the Controller if:

- (i) The Processor or any Third Party sub-contractor engaged by, or on behalf of, the Processor suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data; or
- (ii) The Processor or any Third Party sub-contractor engaged by, or on behalf of, the Processor receives any Personal Data Breach notification, complaint, notice or communication which relates directly or indirectly to the processing of Personal Data or to either Party’s compliance with Data Protection Legislation.

In all circumstances the Processor shall provide full cooperation, information and assistance to the Controller in relation to such Personal Data Breach, compliance notice or communication.

3.8 DATA SUBJECTS AND OTHER REQUESTS

The Processor shall promptly notify the Controller if:

- (i) it receives a request from a Data Subject under any Data Protection Legislation in respect of Personal Data;
- (ii) it receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation, including from any Supervisory Authority in connection with this Data Processing Agreement;
- (iii) it receives a request from any Third Party for the disclosure of Personal Data.

In such circumstances, the Processor also:

- (i) undertakes not to respond to requests made except with any express instructions from the Controller and to the extent permitted by the applicable Data Protection Legislation; and
- (ii) provide all the necessary assistance and cooperation (including without limitation implementing technical and organisational measures) to enable the Controller to fulfil its obligations under Data Protection Legislation.

3.9 COMPLIANCE AUDITS

The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations provided for in this Data Processing Agreement and the applicable Data Protection Legislation in a timely manner. The Parties further undertake to provide the necessary assistance in the case of audits or inspections carried out by or on behalf of the Controller or any relevant Supervisory Authority.

4. OTHER TERMS

4.1 WARRANTY AND INDEMNITY

Each party warrants to the other that it will process the Personal Data in compliance with the Data Protection Legislation and all applicable laws, enactments, regulations, orders, standards and other similar instruments. Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this Agreement.

4.2 CONFIDENTIALITY

Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ('Confidential Information') confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that the disclosure is required by law or a competent authority or the relevant information is already in the public domain. In the case where disclosure is required by law or competent authority the Disclosing Party shall endeavour to notify the other Party prior to disclosing such data where possible.

4.3 GOVERNING LAW AND JURISDICTION

This Data Processing Agreement shall be governed by the laws of the country in which the Data Controller is established and the parties shall also submit to the jurisdiction specified therein

4.4 TERM AND TERMINATION

The Term of this Agreement shall be that as provided for in the Affiliate Agreement to which this Data Processing Agreement is attached. Without prejudice to any provisions of the GDPR, in the event that the Processor is in breach of its obligations under this Data Processing Agreement, the Controller may instruct the processor to suspend the processing of personal data until the latter complies with the Clauses in this Data Processing Agreement or the main Agreement is terminated. The Processor shall promptly inform the Controller in case it is unable to comply with the Clauses of this Data Processing Agreement, for whatever reason. The Controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:

- (a) the processing of personal data by the Processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;
- (b) the Processor is in substantial or persistent breach of these Clauses or its obligations under the GDPR
- (c) the Processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to the GDPR.

The Processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the Controller that its instructions infringe applicable legal requirements, the Controller insists on compliance with the instructions. The provisions of this Data Processing Agreement which either expressly or by implication are intended to survive the expiry or termination of this Agreement shall remain in full force and effect.

Termination or expiry of this Data Processing Agreement for whatever reason shall not affect any accrued rights, remedies, obligations or liabilities of the Parties existing on the date of termination or expiry.

4.5 NOTICES

For the purpose of escalating any queries, complaints or required notices in pursuant to this Data Processing Agreement, the contact person for the Controller shall be the Data Protection Officer at dpo@JetSetSpins.com. Any notice delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and shall be deemed delivered on the receipt of the request receipt or written confirmation.

4.6 HIERARCHY

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, the Clauses in this Data Processing Agreement shall prevail.

Annex I – Details of the Processing

Subject Matter

Details

Business Purpose

To provide the Services pursuant to the Affiliate Agreement and subject to the JetSetSpins Affiliate Program Terms and Conditions.

Duration of the Processing

For the duration of the Affiliate Agreement

Categories of Data Subjects

JetSetSpins Affiliate Program Customers

Type of Personal Data

Tracking links generated to identify users that visit JetSetSpins websites via the Affiliate; Customer ID; Username; Registration Data and Deposit

Information required where a threshold applies.

Plan for Return or Destruction

Upon expiry or termination of the agreement

Sub-Processor/s

Affiliate is to advise of any sub-processors that may be involved in providing the Service in advance.

Annex II – Security Measures

The Processor shall implement appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the GDPR. In Particular but without limitation, the Processor shall implement the following security measures:

Measures of pseudonymisation and encryption of personal data

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Measures for user identification and authorisation

Measures for the protection of data during transmission

Measures for the protection of data during storage

Measures for ensuring physical security of locations at which personal data are processed

Measures for ensuring events logging

Measures for ensuring system configuration, including default configuration

Measures for internal IT and IT security governance and management

Measures for certification/assurance of processes and products

Measures for ensuring data minimisation

Measures for ensuring data quality

Measures for ensuring limited data retention

Measures for ensuring accountability

Measures for allowing data portability and ensuring erasure