

# Kajot Casino's Affiliate Program Terms & Conditions

Version 1.17 – 13.02.2023

**Important - please read this document carefully before accepting this agreement, then print and store along with all confirmation emails reflecting your activity.**

To participate in Kajot Casino's affiliate network, you must accept these terms and conditions without modification. If you do not agree with these terms and conditions (or are not authorized to do so) you should not join the Kajot Casino affiliate network. General enquiries should be sent to [support@kajot-casino.com](mailto:support@kajot-casino.com). If you have any questions regarding these terms and conditions please contact us at the same email address.

## 1. Definitions and Interpretation

1.1. "KAJOT", "we", "our", "us" means Pro Xenon Mediathek Ltd which provides marketing services to a number of brands operated by its Group, or, the relevant company in the Group as the case may be. "You", "your", and/or "affiliate" mean the individual or entity that has agreed to promote brands supported by KAJOT in return for bounties and/or commissions on the players that are referred to KAJOT in accordance with this agreement. "Affiliate account" and "player account" mean the uniquely assigned accounts created for a player or affiliate when they successfully register. Affiliate accounts and player accounts are kept completely separate and their respective login combinations (username/password) will only work on the sites originally registered upon.

"Affiliate area" means the area of the site that is accessible to you (you may need to access some parts of this area by logging on with the security code you are assigned by us when you sign up as an affiliate in the affiliate network and associated password) and which provides certain 'member only' functionality, including facilities to check relevant statistics, manage campaigns, update your profile, create additional tracking links, manage tracking links and creative selection.

"Affiliate earnings" mean any earnings that the affiliate accrues from activity on the players they have successfully referred to KAJOT as qualified acquisitions. Applicable commissions, bounties, and deficits are used to determine the affiliate earnings.

"Agreement" means these KAJOT affiliate network terms and conditions, applicable policies and such related promotion terms and conditions that may apply from time to time. You acknowledge and agree that KAJOT shall be entitled to amend this agreement (or any part thereof) from time to time, as it deems fit. The amended agreement shall take effect upon publication on the sites and affiliate area. KAJOT may, but shall not be obliged to notify you of such changes and as such, please check the sites and affiliate area, regularly for revisions.

"Creatives" refer to any KAJOT approved advertisement materials that can be used to promote KAJOT. These include but are not limited to banners, html mailers, editorial columns, images, logos, photos, drawings, sketches, emails, splash pages, web pages, CD-ROMs, business cards, flyers, pamphlets, brochures, guides, booklets, inserts, fold-outs, magazines, videos, software, flash movies, podcasts, video podcasts and microsites.

"Fraud traffic" means transactions, deposits, withdrawals, revenues or traffic generated on the services through illegal means or any other action committed in bad faith to defraud us (as determined by us in our sole discretion), regardless of whether or not it actually causes us harm, including transactions involving stolen credit/debit cards, collusion, manipulation of the service or system, bonuses or other promotional abuse, creation of false accounts for the purpose of generating affiliate earnings, and unauthorized use of any third-party accounts, copyrights, trademarks and other third party intellectual property rights (which, for the avoidance of doubt, includes our intellectual property rights).

"Group" means KAJOT and the related companies of KAJOT collectively.

"Handle" means a derivative of turnover, used by KAJOT, to calculate a player's activity on a particular product; the total money wagered by each player.

"Intellectual property rights" means rights to all existing and future patents, trademarks, design rights, service marks, trade dress, trade or business names (including domain names), registered designs, copyright (including rights in computer software), moral rights, database rights, format rights and topography rights (whether or not any of these is or are registered and including applications for registration) know-how, trade secrets and rights of confidence and all rights and forms of protection throughout the world of a similar nature or with similar effect to any of these for the full unexpired period of any such rights and any extensions and/or renewals thereof.

"Marketing materials" mean the creatives and any other marketing materials (which may include the marks) that have been provided or otherwise made available to you by us and/or pre-approved by us.

"Marks" mean KAJOT's brand, logo, device, mark, domain name or trade name that contains, is confusingly similar to, or is comprised of the foregoing or any other name or mark owned or adopted from time to time by us or any company within the Group.

"Promotional code" means an alphanumeric code that is made available to the Affiliate to provide to prospective players.

"Qualified acquisition" means a player that has met certain conditions to be considered a true value player. The criteria for qualification can be configured on a campaign basis and includes, but is not limited to, the following actions:

1. Total Deposit amount
2. Total Payout amount
3. Casino Revenue amount

"Site(s)" mean any websites and any other online site or platform that is owned, operated or controlled by or on behalf of KAJOT from time to time.

"Services" mean the service(s) offered to players on the sites.

"Spam" means any unsolicited email or other electronic communication that you send.

"Term" means the period from the date that you acknowledge and accept the terms of this agreement by indicating such acceptance on the affiliate sign up form, until such time as this agreement expires or is terminated.

"Tracking link(s)" mean tracker IDs and feeds (RSS), made available by us in the affiliate area and that you may use to connect players to our services from your website (or other electronic method) or using other marketing materials for example promotional codes. When the relevant player opens his or her player account or keys in the applicable promotional code, our system automatically logs the tracking URL and records you as the referring affiliate.

- 1.2. The clause headings are included for convenience only and shall not affect the interpretation of this agreement.
- 1.3 Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words prior to those terms.
- 1.4 Any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists).
- 1.5 This agreement is drafted in the English language. If this agreement is translated into another language, the English language text shall in any event prevail.

1.6 Any reference to a statute, statutory provision, ordinance, subordinate legislation, code or guideline ("legislation") is a reference to that legislation and all other subordinate legislation made under the relevant legislation as amended and in force from time to time and to any legislation that re-enacts or consolidates (with or without modification) any such legislation.

## **2 Signing Up and Registration**

2.1. In order to participate in the KAJOT affiliate network and enjoy the accompanying privileges and benefits, you must be registered with us as an affiliate.

2.2. You represent and undertake that all information supplied by you when registering and completing the affiliate sign up form are accurate, true and complete in all respects. You shall also provide us with such other information as we may reasonably request from time to time. You acknowledge and agree that inaccurate, incomplete or inadequate information provided by you may cause the delay or retention of payment of applicable affiliate earnings.

2.3. It is also your sole responsibility to ensure that the laws applicable to you do not prohibit you from participating in the KAJOT affiliate network and performing your obligations hereunder.

2.4. We may require further evidence of identification to verify your application particulars. If there is any change to your registration details as originally supplied by you, you shall notify us of the relevant change without delay. In order to confirm your particulars, KAJOT reserves the right, inter alia, to confirm your particulars by any means available to us.

2.5. KAJOT reserves the right, without liability to you, to reject your application without reference to you or assigning any reason thereto.

2.6. Employees of KAJOT or its related corporations, partners, agents, contractors, representatives and suppliers (including their immediate family members, spouses, partners and housemates) are not eligible to participate in the KAJOT affiliate network.

2.7. The affiliate program specifically promotes sites that do not handle gambling by people resident in the United States of America, France, Estonia, Cyprus, Bulgaria, Hong Kong, Spain, Denmark and Israel; therefore you must ensure that your site does not target players in these countries.

## **3. KAJOT Affiliate Obligations**

3.1. We grant you the non-exclusive, non-assignable, right to direct players to the sites in accordance with the terms and conditions of this agreement.

3.2. You shall ensure (and take adequate and appropriate measures to ensure) that the players referred by you to us are of the age of majority to participate in the services and that they shall comply with the KAJOT Terms and Conditions.

3.3. Referrals from affiliates are considered KAJOT players. The affiliate relinquishes all rights and/or ownership to these players once referred to KAJOT and these players shall be registered as KAJOT members before they are considered qualified acquisitions (subject to any other applicable criteria).

3.4. You will be solely responsible for the development, operation, and maintenance of your site and for your own materials that appear on your site. For example, you will be solely responsible for ensuring that materials posted on your site are not libelous, discriminatory, defamatory, offensive or otherwise illegal. KAJOT disclaims all liability for these matters. Further, you will

indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, legal fees) arising directly or indirectly out of the development, operation, maintenance, and contents of your site.

3.5. The KAJOT affiliate network is intended for your direct participation. You shall not open affiliate accounts on behalf of third parties. Opening an affiliate account for third parties, brokering an affiliate account or the transfer of an affiliate account are prohibited. Affiliates wishing to transfer an affiliate account to another beneficial account owner must request in writing, approval from KAJOT. Approval is solely at KAJOT's discretion.

#### **4. Marketing & Advertisements**

4.1. You will only use approved creatives and will not alter their appearance nor refer to us in any promotional materials other than those that are available from us.

4.2. We hereby grant to you a non-exclusive, non-transferable licence, during the term of this agreement, to use the marks and marketing materials solely in connection with the display of the promotional materials on your site pursuant to this agreement. This licence cannot be sub-licensed, assigned or otherwise transferred by you.

4.3. Your right to use the marks and marketing materials is limited to and arises only out of this licence. You shall not assert the invalidity, unenforceability, or contest the ownership of the marks and marketing materials in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our rights in the marks and marketing materials, render the same generic, or otherwise weaken their validity or diminish their associated goodwill. You agree that all use by you of the marks and marketing materials inures to our sole benefit and that you will not obtain any rights in the marks and marketing materials as a result of such use. You must notify us immediately if you become aware of the misuse of the marks and marketing materials by any third party.

4.4. You shall not register or attempt to register any domain names, trademarks or names that contain, are confusingly similar to or are comprised of the marks and marketing materials, and you hereby agree to transfer any such registration obtained by you to us upon demand."

4.5. You shall not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service and which are identical or similar to any of the marks or variations thereof.

4.6. For the avoidance of doubt all intellectual property rights of KAJOT and the Group shall remain the sole and exclusively property of the foregoing and you do not gain any rights to the foregoing by reason of your use of the same.

4.7. All your marketing activities must be professional, proper and lawful under applicable rules, regulations or laws (including any laws in relation to the content and nature of any advertising or marketing) and otherwise comply with the terms of this agreement. You shall not authorize, procure, assist or encourage any third party to:

4.7.1. Place the marks and/or marketing materials on any online site or other medium where the content and/or material on such website or medium is potentially libellous, malicious, discriminatory, obscene, unlawful, sexually explicit, pornographic or violent or which is, in our sole discretion otherwise unsuitable.

- 4.7.2. Develop and/or implement marketing and/or public relations strategies that have as their direct or indirect objective the targeting of marketing the sites, services or gaming in general to any persons who are less than 18 years of age (or such applicable age as may apply in the relevant jurisdiction), regardless of the age of majority in the location you are marketing.
  - 4.7.3. Infringe any third party's intellectual property rights.
  - 4.7.4. Disparage us or otherwise damage our goodwill or reputation in any way.
  - 4.7.5. Copy or otherwise create a Site that substantially resembles the "look and feel "of the Sites, or promote a Site of this nature, whether in whole or in part, nor utilize any such means or Site to create the impression that such Sites are in fact the Sites (or any part of such).
  - 4.7.6. Frame any page of the Site(s) in whole or in part.
  - 4.7.7. Read, intercept, modify, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any other person.
  - 4.7.8. In any way alter, redirect or in any way interfere with the operation or accessibility of the sites or any page thereof or otherwise attempt to intercept or redirect (including via user-installed software) traffic from or on any online site or other place that participates in the KAJOT affiliate network.
  - 4.7.9. Take any action that could reasonably cause any end-user confusion as to our relationship with you or any third party, or as to the ownership or operation of the sites or services on which any functions or transactions are occurring.
  - 4.7.10. Attempt to communicate to players whether directly or indirectly on our sites to solicit them to move to any online site not owned by us or for other purposes without our prior approval including but not limited to via email, or chat boards.
  - 4.7.11. Cause a betting pattern of any end-user that is indicative of abuse of the KAJOT affiliate network and associated remuneration structure, and in not consistent with the aims of the KAJOT affiliate network and good faith business opportunities offered therein.
- 4.8. Without prejudice to anything else in this agreement, if we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any affiliate earnings and/or terminate this agreement immediately on notice.
- 4.9. Unless separately agreed otherwise, KAJOT will not, in any way, promote affiliates.
- 4.10. For the avoidance of doubt, affiliates are responsible for all costs associated with their marketing and advertisement obligations under this agreement.
- 4.11. Without prejudice to clause 8, we reserve the right to terminate this agreement with you immediately without liability if there is any form of spamming originating from you or if you advertise our services in any other way than in accordance with or permitted by the terms of this agreement.

4.12. You may only offer bonuses and promotions to players on the KAJOT's behalf that are authorized and sanctioned by KAJOT, where you have an obligation to ensure that KAJOT's promotion/bonus header and terms and conditions for these bonuses and promotions use KAJOT's prescribed wording and are communicated and specified in any publication of the same on your site, email or other media. Where there is a discrepancy between the terms communicated in your offering of the bonus or promotion and the terms specified to you by KAJOT, then KAJOT shall be entitled to recover by way of set off of any commission owed to you or other means, the loss suffered by KAJOT as a result of your non-compliance with the provision of this section 4.12.

## 5. Affiliate Earnings & Payments

5.1. Please take note that credit shall not be issued to any affiliate.

5.2. Unless otherwise agreed, on joining this affiliate program your account will be set to our default commission of 40% of net revenue rising to 45% based upon your performance. (The 45% RevShare Commission will be awarded to Affiliates whose Casino Revenue CaRG exceeds €10,000.00 in any one month for that month.)

5.3. Your affiliate earnings are personal to you and you shall have no claim to affiliate earnings or other compensation on business secured by or through persons or entities other than you. You cannot withdraw payments for or on behalf of another third party.

5.4. KAJOT reserves the right to change any affiliate earnings structure (or any part thereof) from time to time, for any reason it deems fit.

5.5. All affiliate earnings payments will be paid to your affiliate account designated in your affiliate sign up form in the currency of our choice. Payment will be made by bank transfer, or any other method as we in our sole discretion decide; however, we will use reasonable endeavors to accommodate your preferred payment method.

5.6. Any charges for conversion, processing and delivering payment to you will be deducted from your affiliate earnings. For the avoidance of doubt, we have no liability to pay any currency conversion charges or any charges associated with the transfer of monies to your designated account.

5.7. For the purposes of the affiliate RevShare calculation, all revenue that a referred player generates during its lifetime shall be included in the calculation.

5.8. Your affiliates commission will be calculated from wagered and lost bets in the following manner – Casino Deposits (CaDe) minus an administration fee of 9% minus the difference in the Player Credits (PlCr) from the previous month minus Casino Payouts (CaPo) minus any bonuses and/or freespins granted to the player (CaBo) minus a fee for third party content providers (CPF) minus Gaming Tax (GaTx) minus any costs for landing pages etc.

5.9. Your affiliate commission will be paid to you minus any transfer charges which may apply. Transfers to Skrill carry a 2% fee of the transferred amount. (Skrill payment amounts are calculated as  $\text{RevShare} / 102 * 100$ ) Bank transfers carry a fee of €4,00 per transaction plus 1% of the amount within the European Union (including Switzerland and the United Kingdom). Bank Transfers to the other than the previous mentioned countries are not possible. Returned payments shall be repaid minus any charges which may occur.

- 5.10. In the event that we determine any activity to constitute fraud traffic, or to otherwise be in contravention of this agreement, then in our sole discretion we may:
- (a) pay the affiliate earnings in full,
  - (b) recalculate them in light of such suspected fraud traffic or contravention,
  - (c) delay payment of the affiliate earnings while we investigate and verify the relevant transactions
  - (d) forfeit your affiliate earnings.
- 5.11. If you disagree with the reports or amount payable, do NOT request or accept payment for such amount and immediately send us written notice of your dispute. Further, deposit of payment check, acceptance of payment transfer or acceptance of other payment from us by you will be deemed full and final settlement. Notwithstanding the foregoing, if any overpayment is made in the calculation of your affiliate earnings, we reserve the right to correct such calculation at any time and to reclaim from you any overpayment made by us to you.
- 5.12. Payment requests shall be processed between the 10th or 20th of the following month in which the traffic was generated. If we suspect the terms and conditions have been breached or the occurrence of fraud traffic, the payment request may be held over for investigation and your account frozen until we can validate that there has been no breach of these terms and conditions. If your account remains frozen as a consequence of this clause 5.9 for a continuous period of 180 days then in the absence of: satisfactory explanation; or evidence to prove legitimate dealings, funds remaining in your account will be removed and your account closed.
- 5.11 The minimum payout amount for your commission is €100.00
- 5.12 You shall comply with all applicable laws and any policy notified by us through our site or otherwise in relation to money laundering and/or suspicious transactions.
- 5.13 All affiliates shall be responsible for paying such taxes on their affiliate earnings under the laws applicable to them.
- 5.14 If you wish to offer any incentives to potential players, you are required by us to receive prior written approval before commencing any such activity. In the event that you do not receive such approval but offer such incentives, we reserve the right to cancel your participation in the program, and refuse payment of any previously earned, but unpaid, commissions.
- 5.15 Commission due to Affiliate at the end of each month can never be negative. There is no negative carry-over into the next month unless a set-up fee has been agreed upon. In this case, all negative amounts will be carried over to the following months until any net loss is recovered from Net Revenues generated in those succeeding months.
- 5.16 Due to strict anti-money-laundering requirements we require one or more forms of documentation to verify your identity before we can make a first payment out to you. If for a continuous period of 180 days from our request for this verification documentation, we have still not received the same from you then the funds remaining in your account will become dormant. Upon becoming dormant we will issue a warning advising that the funds remaining in your account will be removed if the necessary verification document is not received within the following 90 days, funds remaining in your account will be removed and your account closed.

## **6 Reports**

6.1. We will track and report player activity for purposes of calculating your affiliate earnings. The form and content of the reports may vary from time to time in our sole discretion. Generally, you can at your own initiative and timing, generate your own reports regarding the qualified acquisitions signed up in a particular period and/or the total amount due to you after any deductions or set offs that we are entitled to make under this agreement. We hereby exclude any and all liability for the timeliness, accuracy or completeness of any such reports.

## **7. Confidential Information**

7.1. During the term of this agreement, you may be entrusted with confidential information relating to our business, operations, or underlying technology and/or the affiliate program (including, for example, affiliate earnings earned by you). You shall not disclose or permit unauthorized use of any such confidential information to third persons without our prior written consent and you will use the confidential information only for purposes necessary to further the purposes of this agreement. Your obligations with respect to confidential information shall survive the termination of this agreement.

7.2. If necessary, KAJOT reserves the right to inform a player that they are under an affiliate.

7.3. For compliance with regulatory requirements, nothing in this agreement shall prohibit or restrict KAJOT from reporting the details of any affiliate or transaction hereunder to any applicable regulator.

7.4. KAJOT may disclose to third parties information relating to your agreement with us and other information disclosed by you to us, to in so far as is necessary for use by

- (a) payment settlement service providers, data verifiers, marketing and operational service providers and financial institutions, to the extent necessary for the completion of payments, online and offline marketing campaigns, facilitate the opening of new accounts, customer services and fraud prevention for services provided through our website;
- (b) to any auditors, contractors or other advisers auditing any of Kajot Casino's business processes.

## **8. Term and Termination and Consequences**

8.1. This agreement will take effect when you indicate your acceptance of these terms and conditions on the affiliate sign up form and continues until terminated in accordance with the terms of this agreement.

8.2. You may terminate this agreement, with or without cause, immediately upon written notice to us. You can send this written notice via email, with 'Termination' in the subject line, to [support@kajot-casino.com](mailto:support@kajot-casino.com)

8.3. We may terminate this agreement, without cause at any time, upon written notice to you. We may send such written notice via email to such email address or by fax to such fax number, you have provided to us in the affiliate sign up form.

8.4. For the avoidance of doubt, termination of the agreement will automatically end your participation in the entire KAJOT affiliate network and revocation of all privileges and licenses granted hereunder. In particular:



- 8.4.1. You shall stop promoting the sites and all rights and licenses given to you under this agreement will terminate immediately.
- 8.4.2. You shall return all confidential information and cease use of any of the marks and marketing materials (including deleting and purging the same from your computer systems).
- 8.4.3. Sections 7, 9, 10, 11 and 12.5 and such other provisions as are necessary for the interpretation or enforcement of this agreement after termination, shall survive any termination or expiry of this agreement.

## **9. Warranties**

9.1. You warrant and undertake that:

- 9.1.1. You have independently evaluated the desirability of marketing the sites and services.
- 9.1.2. You have independently evaluated the laws that apply to your activities and believe that you may participate in KAJOT affiliate network without violating any rules or laws applicable to you.
- 9.1.3. You are solely responsible for any and all activities that occur under the access to and use of the services under your username, account number, affiliate accounts and password regardless of whether such access and/or use was authorized by or known to you or not.
- 9.1.4. You shall not upload or distribute any files or data that contain viruses, corrupted files or data or any other program, files or data that may affect the operational performance of the services and/or site(s).
- 9.1.5. You shall not use any device, robot, spider, software, routine or other method (or anything in the nature of the foregoing) to interfere or attempt to interfere with the proper functioning of the services and/or site(s), information or any transactions offered at the foregoing.
- 9.1.6. The players that you refer to KAJOT are of legal age under the laws that are applicable to them for the purposes of their use of the services.
- 9.1.7. The players that you refer to KAJOT comply with the KAJOT terms and conditions as may be modified from time to time.
- 9.1.8. You shall not post or transmit to any other users, any unlawful, harassing, abusive, threatening, libellous, defamatory, obscene, indecent, inflammatory, racially or ethnically objectionable, pornographic or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any applicable law.
- 9.1.9. You shall not conduct criminal or otherwise unlawful or unauthorized activities and/or allow your account opened with us to be used for any criminal or otherwise unlawful activities including, without limitation, money laundering, under any law applicable to you or us.
- 9.1.10. The contents on your website(s) do not infringe any third party's intellectual property rights.

9.1.11. The contents and offerings on your website (including the manner of offering the same) are consistent (and continue to be consistent) with the KAJOT terms & conditions as may be modified from time to time.

9.1.12. You shall only use the affiliate area, site, services, marks and marketing materials in accordance with the express terms of this agreement.

## **10. Indemnity**

10.1. You shall defend, indemnify, and hold us, our directors, employees and representatives harmless from and against any and all liabilities, losses, damages and costs, including legal fees, resulting from, arising out of, or in any way connected with

- (a) any breach by you of any warranty, representation or term contained in this agreement,
- (b) the performance of your duties and obligations under this agreement,
- (c) your negligence,
- (d) fraud traffic attributable to your or your referred player or
- (e) any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorized use of the affiliate area, sites, services, marks, marketing materials and generally the KAJOT affiliate network.

10.2. In each event of breach or non-compliance, in addition to any other remedy that we may have under these terms and conditions or applicable law, including its right to compensation as described above, we shall also have the right, at any time, to seek damages from you for any new or continuing violation of any of the above provisions and to terminate your affiliate agreement with us.

## **11. Disclaimers and Limitation of Liability**

11.1. WE MAKE NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR OTHERWISE) WITH RESPECT TO THE AFFILIATE NETWORK, OUR SITES, ANY CONTENT, PRODUCTS OR SERVICES AVAILABLE THEREIN OR RELATED THERETO OR THAT OUR SITES, SYSTEM, NETWORK, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO US BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED OR WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF ALL OR ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHERMORE, NEITHER WE (NOR OUR PROVIDERS OR UNDERLYING VENDORS) ARE REQUIRED TO MAINTAIN REDUNDANT SYSTEM(S), NETWORK, SOFTWARE OR HARDWARE.

11.2. We may, in our sole discretion, use any available means to block, restrict, remove or discount from your tracker certain players, deposits or play patterns or reject the applications of potential players and/or affiliates so as to reduce the number of fraudulent, unprofitable transactions for any reason. We do not guarantee, represent or warrant the consistent application and/or success of any fraud prevention.

11.3. Our obligations under this agreement do not constitute personal obligations of the owners, directors, officers, advisers, agents, representatives, employees, vendors or suppliers of the site or services other than as provided under this agreement. Other than as expressly provided in this agreement, in no event will we be liable for any direct, indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether we have been advised of the possibility of such loss) including any loss of business, revenue, profits or data. Our liability arising under this agreement, whether in contract, tort (including negligence) or for breach of statutory

duty or in any other way shall only be for direct damages and shall not exceed, in aggregate, the revenues generated and payable to you in relation to the site(s) that the dispute relates to over the previous 12 months at the time that the event giving rise to the liability arose. However, nothing in this agreement will operate to exclude or limit either party's liability for death or personal injury arising as a result of that party's negligence or for fraud.

11.4. All promotions can only be claimed once per person, household, family, household address, email address, credit card number, or shared computer environment such as a library, workplace, university or school.

11.5. KAJOT does not accept liability for the content or accuracy of external websites.

## **12. Miscellaneous**

12.1. All notices pertaining to this agreement will be given by email address (or such other contact address) provided by you in the affiliate sign up form (or as subsequently updated by you to us in the event of change), and to us and if unsatisfied with the response then to claims. Any notice sent by email shall be deemed received on the earlier of an acknowledgement being sent or twenty-four (24) hours from the time of transmission.

12.2. There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you or us under this agreement. Neither party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in this agreement.

12.3. You understand that we may at any time (directly or indirectly), enter into marketing terms with other affiliates on the same or different terms as those provided to you in this agreement and that such affiliates may be similar, and even competitive, to you. You understand that we may re-direct traffic and users from any of the sites to any other online site that we deem appropriate in our sole discretion, without any additional compensation to you.

12.4. Except where you have received our prior written consent, you may not assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with this agreement or any rights under this agreement, or sub- contract any or all of your obligations under this agreement, or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.

12.5. This agreement (including any variation or modification thereto) shall be deemed executed in Malta and shall be governed by and construed in accordance with the laws of Malta without giving effect to conflicts of law principles. You irrevocably agree to submit to the exclusive jurisdiction of the courts of Malta for the settlement of any claim, dispute or matter arising out of or concerning this agreement or its enforceability and you waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

12.6. Whenever possible, each provision of this agreement will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this agreement or any other provision hereof.

- 12.7. This agreement embodies the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior agreement or understanding between the parties in relation to such subject matter. Unless approved by our internal legal processes, no modifications, additions, deletions or interlineations of this agreement are permitted or will be recognized by us. None of our employees or agents has any authority to make or to agree to any alterations or modifications to this agreement or its terms.
- 12.8. Except insofar (and only to such extent) as this agreement expressly provides that a third party may in their own right enforce a term of this agreement, a person who is not a party to this agreement has no right under any law or statute to rely upon or enforce any term of this agreement.
- 12.9. Our failure to enforce your strict performance of any provision of this agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this agreement.
- 12.10. Our rights and remedies hereunder shall not be mutually exclusive, that is to say that the exercise of one or more of the provisions of this agreement shall not preclude the exercise of any other provision. You acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of this agreement and, in the event of a breach or threatened breach of any provision of this agreement, we may seek enforcement or compliance by specific performance, injunction, or other equitable remedy. Nothing contained in this agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of this Agreement, its being the intention of this provision to make clear that our rights shall be enforceable in equity as well as at law or otherwise.