

This standard terms, set out the terms and conditions (the “Standard Terms”) by and between:

Kiickr Ltd., a company incorporated and registered under the laws of Malta with number C103411 and having its registered office at Spinola Park Level 5 Triq Mikiel Ang Borg St Julians, Malta (the “Company”, “we” or “us”);

and

you (the “Publisher” or “you”), each a “Party” and together the “Parties”.

You hereby agree to abide by all the terms and conditions set out in this Agreement.

## 1. Definitions and Terms

1.1. The following capitalised terms shall have the meaning assigned below:

- 1.1.1. “Action” means a Sale, Lead, Click, Ad Impression, or other event, by virtue of the Link/s that has been specified as eligible for remuneration by the respective Advertiser via the Company under its program terms, on which commission may be based under this Agreement;
- 1.1.2. “Ad Impression” means a display of an advertisement of an Advertiser by the Publisher, as reported by the Tracking Code only;
- 1.1.3. “Advertiser” refers to any advertiser:
  - 1.1.3.1. onboarded on the Company Platform and further qualified with unique Link/s and Tracking Code/s;
  - 1.1.3.2. accepting players from the jurisdictions indicated on the same Company Platform or as the case may be; and
  - 1.1.3.3. any person or entity that has agreed with the Company or the Company’s Group to join the Network to be marketed, and/or to have its products marketed;
- 1.1.4. “Advertiser Materials” means any trade marks, advertising content, images, text, video, data or other material provided by or on behalf of an Advertiser to the Company or the Publisher;
- 1.1.5. “Agreement” means the [Due Diligence Questionnaire](#), Partnership Form, these Standard Terms and the [Privacy Notice](#), and any other rules, guidelines or instructions published on the Company Platform or otherwise notified to the Publisher.
- 1.1.6. “Authorised User” means an individual permitted to view, or view and operate, the Publisher Account on behalf of the Publisher, by its individual Authorised User Account;
- 1.1.7. “Authorised User Account” means the account of an individual on the Interface, permitted to view, or view and operate, the Publisher Account on behalf of the Publisher, if applicable;
- 1.1.8. “Advertiser URLs” means, from time to time, any websites, apps or services of an Advertiser offering Products and to which the Publisher may link;
- 1.1.9. “Bonus” means an ad hoc payment to the Publisher by an Advertiser in return for a specific promotion or other marketing activity;
- 1.1.10. “Change of Control” means a change in the beneficial ownership of more than 50% of the issued share capital of a company or a change in the majority of the Persons with legal power to direct or cause the direction of the general management of a company;
- 1.1.11. “Click” means the intentional and voluntary following of a Link by a Visitor as part of marketing services as reported by the Tracking Code only;
- 1.1.12. “Commission” means the percentage of the Net Revenue deductible by the Company as outlined in the Partnership Form, in return for the Company’s management of marketing or commercial activity of the Publisher and its Products;
- 1.1.13. “Company” means Kiickr Ltd., as defined in the preamble to this Agreement;
- 1.1.14. “Company Platform” means the platform operated by the Company to track the Links on the Tracking Code;
- 1.1.15. “Confidential Information” means:
  - 1.1.15.1. all and any Corporate Information, Marketing Information and other information (whether or not recorded in documentary form or in soft copy) to which the Company attaches an equivalent level of confidentiality or in respect of which it owes an obligation of confidentiality to any third party:
    - 1.1.15.1.1. which you shall acquire at any time during the provisions of the Services under this Agreement;
    - 1.1.15.1.2. which is not readily ascertainable to persons not connected with the Company;

- 1.1.15.2. all data or information (whether technical, commercial, financial or of any other type) in any form acquired under, pursuant to or in connection with this Agreement and any information used in or relating to the disclosing Party's (or any Group member's) business (including information relating to products (bought, manufactured, produced, distributed or sold), services (bought or supplied), operations, processes, formulae, methods, plans, strategy, product information, know-how, design rights, trade secrets, market opportunities, customer lists, commercial relationships, marketing, sales materials and general business affairs);
- 1.1.15.3. information relating to the users, customers, suppliers, methods, products, plans, finances, trade secrets or otherwise to the business or affairs of the disclosing Party (or any Group member); and
- 1.1.15.4. all information acquired by observation by the recipient at the offices of the disclosing Party or other premises (or any Group member); and
- 1.1.15.5. all analysis, compilations, studies and other documents prepared by the recipient or any of its authorised persons which contain or otherwise reflect or are generated from the information referred to above;
- 1.1.16. "Corporate Information" means all and any information (whether or not recorded in documentary form or in soft copy) relating to the business methods, business processes, administration of work, management systems, finances, statistics, maturing new business opportunities or projects of the Company;
- 1.1.17. "Data Protection Act" means Chapter 586 of the Laws of Malta regulating the processing of personal data;
- 1.1.18. "Due Diligence Questionnaire" means the form provided by the Company from time to time, by which Publishers require to participate in the Network or as agreed between the Parties;
- 1.1.19. "Effective Date" of this Agreement shall be the date on which the last party to sign this Agreement executes it, unless otherwise specified and agreed between the parties.
- 1.1.20. "GDPR" means the General Data Protection Regulation (Regulation 2016/679(EU)).
- 1.1.21. "Group member" means any Related Company of the Company or of the Publisher respectively where the Publisher itself is a legal entity;
- 1.1.22. "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 1.1.23. "Interface" means the intranet and software platform provided or will be provided by the Company, and any functionality or data feeds accessed or made available through such platform;
- 1.1.24. "Lead" means a 'sales lead' of an Advertiser generated in the Tracking Period, as reported by the Tracking Code only;
- 1.1.25. "Links" means internet hyperlinks provided by the Company to the Publisher, which connect the Publisher Source(s) through the Tracking Code to promote the Advertiser in accordance with the Agreement;
- 1.1.26. "Marketing Information" means all and any information (whether or not recorded in documentary form or in soft copy) relating to the marketing or sales of any past, present or future product or service of the Company including without limitation sales targets and statistics, market share and pricing statistics, marketing surveys and plans, market research reports, sales techniques, price lists, discount structures, advertising and promotional material, the names, addresses, telephone numbers, contact names and identities of clients and potential clients and suppliers and potential suppliers to the Company, the nature of their business operations, their requirements for any product or service sold to or purchased by the Company and all confidential aspects of their business relationship with the Company;
- 1.1.27. "Net Revenue" means the total earnings generated by the Company on behalf of the Publisher by virtue of the Tracking Codes provided by the Company to the Publisher, inclusive of the Company's Commission in connection with the New Users or any other revenue contingent to this Agreement solely directed with the Publisher;

- 1.1.28. "Network" means the partnership network of Publishers and Advertisers operated by the Company and its Group Companies to facilitate, amongst other things, affiliate and performance marketing;
- 1.1.29. "New User" means any person registered for the first time with the Advertiser through the Link/s and satisfying the following conditions (in addition to any condition set out by the Advertiser in this respect):
  - 1.1.29.1. He/she creates a new player account after having been referred from the Publisher Source(s);
  - 1.1.29.2. He/she meets pre-set and agreed upon qualifications agreed upon in the Advertiser's player terms and conditions, or as agreed upon between the Parties in the Partnership Form, if applicable. In the event of a conflict between the Partnership Form and the Advertiser's player terms and conditions, the Advertiser's player terms and conditions shall prevail;
  - 1.1.29.3. He/she is not the Publisher, an employee, associated with the nature of this Agreement and the Publisher (or of its Group members);
  - 1.1.29.4. He/she is not already in the Advertiser's user database.  
Provided that, if the individual registers with the Advertiser after a referral from the Publisher Source(s) and such individual had previously been registered with the Advertiser and closed his/her account, he/she shall not be deemed a 'new user'.
- 1.1.30. "Owner" means a single Authorised User with full access to, and control of, the Publisher Account and which is at all times authorised to act on behalf of the Publisher and bind the Publisher;
- 1.1.31. "Privacy Notice" means the Company's privacy notice which is available at particular link or attached thereto or sent to the Advertiser;
- 1.1.32. "Product" means a product, service or equivalent offered by an Advertiser on any Advertiser URL;
- 1.1.33. "Program Terms" means any terms and conditions, or other requirements applied by an Advertiser to the participation in its Advertiser Program;
- 1.1.34. "Promotional Space" means any advertising inventory appearing on the Publisher Service, or means of delivering Advertiser Materials enabled by the Publisher Service;
- 1.1.35. "Publisher" means an individual or entity delivering content and/or technology to a discernible audience, both online and offline, including (but not limited to) operators of websites, applications, or services (including email service) which/who has agreed with the Company to market Advertiser or their products;
- 1.1.36. "Publisher Account" means the respective account of the Publisher on the Interface;
- 1.1.37. "Publisher Earnings" means the Net Revenue less the Commission and all expenses and costs as agreed upon by the parties in the Partnership Form (including any payment made to the Advertiser in connection with the New Users or any other revenue contingent to this Agreement solely directed with the Publisher);
- 1.1.38. "Publisher Program" means the arrangement through the creation of an account for the Publisher on the Company Platform or as the case may be whereby the Publisher is able to direct traffic towards offers made available by the Advertiser in exchange for a commission as defined in the Payment Plan;
- 1.1.39. "Publisher Service" means a website, application or service operated by the Publisher capable and where applicable, legally authorized to market Advertisers and their respective Products;
- 1.1.40. "Publisher Source" means one or more of the following:-
  - 1.1.40.1. Website/s operated by the Publisher and which are specifically listed in the Partnership Form or subsequently added by mutual agreement between the Parties;
  - 1.1.40.2. Social media or live-recording social platforms and/or channels;
  - 1.1.40.3. Search engine optimisation;
  - 1.1.40.4. Pay per click programme;
  - 1.1.40.5. Media buying network which the Publisher forms part of;
- 1.1.41. "Related Company" means any entity holding shares in the Company whether directly or indirectly or in which the Company holds shares whether indirectly or directly or which is owned (directly or indirectly) by the same shareholder where 'ownership' means holding even at least one share in the entity in question;
- 1.1.42. "Sale" means the purchase or engagement of a Product by a New User recorded in the Tracking Period, as reported by the Tracking Code only, and contributing to the Net Revenue;
- 1.1.43. "Tracking Code" means the Company software code (from time to time) for the recording of, amongst other things, web traffic and Actions;

- 1.1.44. "Tracking Period" means the period of time in which the Actions of a New User are attributed to the Publisher and, subject to the Program Terms, generate commissions for the Publisher.
- 1.2. In this Agreement,
  - 1.2.1. any meanings given to terms in the Partnership Form shall apply to these Standard Terms;
  - 1.2.2. "include" or "including" is without limitation;
  - 1.2.3. the singular will include reference to the plural and vice versa;
  - 1.2.4. a "Person" includes an individual, company, partnership or unincorporated association;
  - 1.2.5. a statute, order, regulation or other similar instrument will include any amendments to it or replacements of it; and "writing" and "written" includes emails but not faxes.
- 1.3. If there is a conflict between the Partnership Form and the Standard Terms, the Partnership Form shall prevail.

## **2. Registration & Participation in the Network**

- 2.1. The Publisher is required to fill out and submit the Due Diligence Questionnaire, following the given guidelines. All provided information and documents must be accurate, current, complete, and truthful. This encompasses any necessary knowledge of your customer documents, website URLs, other required details, and marketing materials essential for advertising the Advertiser's Website or Products on the Publisher Source(s). The Company will conduct the necessary verification and validation of the submitted information and Due Diligence Questionnaire before moving forward with acceptance or any further steps.
- 2.2. The Company will review the Due Diligence Questionnaire and inform the Publisher in writing about its acceptance status. If accepted, the notification will include the proposed payment terms, if applicable, as outlined in the Partnership Form, and any additional terms and conditions that the Company considers appropriate to impose.
- 2.3. The Publisher shall not start any promotional activity of the Advertiser before the acceptance.
- 2.4. Once accepted:
  - 2.4.1. an account shall be created on the Company Platform, if applicable allowing the Publisher to log on to the system;
  - 2.4.2. the Company shall permit the Publisher's participation in the Network for its assignment of the Promotional Space;
  - 2.4.3. The Publisher shall register a Publisher Account; and
  - 2.4.4. nominate an Authorised User as Owner of that Publisher Account.
- 2.5. The Company reserves the absolute right to refuse any Publisher registration at any time without any liability towards the Publisher.
- 2.6. The Company reserves the right to terminate the account immediately if there is reasonable suspicion that the Publisher is abusing or manipulating deals, violating any legal provisions or the Advertiser's terms and conditions, or if unforeseen circumstances arise that could threaten the Company's business interests if the relationship with the Publisher continues. The Company has sole discretion in determining whether its business interests are at risk.
- 2.7. If the Company suspects at any time that the information or documentation provided by the Publisher is inaccurate or false, it reserves the right to suspend the Publisher's account and any ongoing activity pending further investigation or to take any other action deemed appropriate.
- 2.8. If the Company accepts the Publisher, it may provide the Publisher with all relevant information required for the Publisher to perform its obligations in terms of this Agreement.
- 2.9. The Publisher hereby agrees that the Company provides the relevant information and documentation (including personal data received during the KYC/Due Diligence process) to the Advertiser so that the latter may carry out their due diligence investigations.

- 2.10. The Owner has the ability to reassign the Owner role to another Authorized User using the Interface, if applicable, at any given time. This reassignment does not alter or transfer the Publisher's rights and responsibilities as stipulated in this Agreement.
- 2.11. Authorized Users may be granted permissions to view or operate the Publisher Account by the Owner, acting on behalf of the Publisher, to the extent permitted by the Interface. Additionally, Authorized Users may allocate permissions to view or operate the Publisher Account on behalf of the Publisher, ensuring that they do not grant permissions greater than those they themselves possess. The Owner retains the right to revoke any Authorized User's permission to view and/or operate the Publisher Account at any time.

### 3. Referral of New Users

- 3.1. Once the Publisher has been accepted, the Publisher shall make use of the Links provided by the Company solely to divert all traffic from the Publisher Source(s) as agreed upon in the Partnership Form.
- 3.2. The Company shall have unrestricted access to the traffic data in anonymous form for the purpose of monitoring the Company Platform and calculating payments due to the Publisher, where applicable.
- 3.3. The Publisher is responsible for ensuring that no information regarding its account is disclosed to third parties. The Company bears no responsibility in the event that unauthorised third parties gain access to the Publisher's account, including any resulting losses or transactions made by such parties.
- 3.4. The Publisher recognises and agrees that:
  - 3.4.1. Once registered, the New User becomes the customer of the Advertiser, and the responsibility thereof is assumed by the Advertiser across the Advertiser's Products. The Publisher acknowledges that an Advertiser reserves the right to reject registration of any New Users, suspend, or close their accounts in accordance with the Advertiser's terms and conditions. Such actions are solely at the discretion of the Advertiser to comply with any mandatory requirements it deems necessary; and
  - 3.4.2. The Company functions solely as a platform enabling the Publisher to direct traffic to Advertisers. The Publisher agrees to accept and adhere to all terms and conditions, policies, and operational procedures of the Advertisers continuously.

### 4. Marketing

- 4.1. The Publisher has the option to request permission via the Company to market Advertisers or their Products as they see fit. Advertisers have the right to approve or reject these requests. The Publisher is **only permitted** to market an Advertiser or its Products under this Agreement with ongoing approval from the Advertiser via the Company.
- 4.2. Advertisers have the authority to establish Program Terms and modify them at their discretion at any time. These changes will take effect upon notice to either the Publisher or the Company, as applicable, which may include publication on the Interface, if applicable. It is the sole responsibility of the Publisher to stay informed about any updates to the Program Terms and to comply with them accordingly.
- 4.3. Upon the Publisher's adherence to this Agreement and the Program Terms, and with ongoing approval from the respective Advertiser, the Advertiser Materials will be accessible to the Publisher through the Interface or as otherwise provided by the Advertiser via the Company.
- 4.4. The Company, however, does not have an obligation to review any Advertiser Material or assess their legality or accuracy. The Publisher retains the discretion to publish the Advertiser Materials through its Publisher Service and use them strictly within the bounds permitted by this Agreement and the Program terms.
- 4.5. The Company will make reasonable efforts to ensure that the Publisher complies with any terms and conditions or other requirements set by the Advertiser for the promotion of the Advertiser or their Products.

## 5. Company's Rights and Obligations

- 5.1. The Company shall provide the Publisher with all reasonable support for the implementation of the Links/s thereon.
- 5.2. The Company is not liable for the content and presentation of any material provided to the Publisher by the Advertiser. The Company bears no responsibility for any inaccuracies in advertising materials provided by Advertisers or for materials that are outdated when published. The Publisher assumes full responsibility and liability for how the materials provided by the Company or Advertiser are presented on the Publisher Source(s) or distributed through any other medium specified in this Agreement. The Publisher must ensure the suitability and compliance of these materials with all relevant laws, rules, and regulations, and must strictly adhere to the Advertiser's Publisher program terms and conditions.
- 5.3. The Company reserves the right to monitor the Publisher Source(s) to ensure compliance with the terms and conditions of this Agreement and those of the Advertiser. The Publisher agrees to provide the Company with any data reasonably requested to facilitate such monitoring.
- 5.4. The Company will manage the turnover generated through the Links, track Net Revenues, and calculate the total Publisher Earnings owed to the Publisher using a unique tracking identification code assigned to all New Users.
- 5.5. The Company will pay the Publisher the amount owed as calculated under Clause 7 of this Agreement, in accordance with the terms specified herein.
- 5.6. The Company will furnish the Publisher with a monthly report detailing the traffic volume generated by the Publisher through the Links.
- 5.7. The Company reserves the right, at its sole discretion, to request any information or documentation from the Publisher for due diligence purposes deemed necessary or appropriate under this Agreement. This may include details regarding compliance procedures and relevant regulations in the jurisdictions of operation. The Publisher agrees to comply with and assist the Company upon such request. Failure by the Publisher to provide the requested due diligence documents or information may result in the Company withholding payment at its discretion or termination of this agreement thereof.
- 5.8. The Company reserves the absolute right to request the Publisher to remove any and all marketing material within 24 hours of written notice.
- 5.9. The Company may deactivate any Links on request of the respective Advertiser, or at its sole discretion.

## 6. Publisher's Rights, Obligations and Warranties

- 6.1. By submitting the Due Diligence Questionnaire, the Publisher acknowledges acceptance of and commits to adhering to all the terms and conditions specified in this Agreement, as well as the terms and conditions of the Advertisers the Publisher will promote.
- 6.2. The Publisher hereby represents and warrants that it:
  - 6.2.1. Holds, and will continue to hold throughout the term of this Agreement, the legal authority and capacity to enter into this Agreement, grant the specified rights, and perform all duties outlined herein;
  - 6.2.2. Has acquired and will maintain all necessary registrations, authorizations, consents, and licences required to fulfil its obligations under this Agreement; and
  - 6.2.3. Completely understands and accepts the terms and conditions of this Agreement.
- 6.3. Specifically, the Publisher explicitly commits to:
  - 6.3.1. The fact that Owner will continue to have the authority to act on behalf of the Publisher and legally bind the Publisher;
  - 6.3.2. Authorize all Authorised Users to access, view, and operate the Publisher Account per the permissions on the Interface, which must be kept updated;

- 6.3.3. Implement and allow the Company to implement any security measures, authentication methods, and standards deemed necessary, ensuring the Owner and all Authorized Users comply;
  - 6.3.4. Make every effort to ensure the Owner and Authorized Users:
    - 6.3.4.1. Use their own Authorized User Account for accessing the Interface; and
    - 6.3.4.2. keep any passwords and 2SV (two-step verification) recovery codes confidential.
  - 6.3.5. Ensure the proper functioning and maintenance of all Links;
  - 6.3.6. Provide Advertisers and the Company with comprehensive and clear instructions regarding the Advertiser Material necessary for promoting an Advertiser or its Products according to this Agreement and program terms;
  - 6.3.7. To provide Advertisers reasonable access to information the Advertiser may require to operate the Advertiser Program; and
  - 6.3.8. To remain primarily liable for the acts and omissions.
  - 6.3.9. Advertise, market, and promote the Advertiser's website to potential users by providing Links and distributing marketing material received from the Company or Advertiser on the Publisher's Website(s) or through other approved marketing channels. Ensure the Links are prominently displayed or integrated into the Publisher Source(s) as agreed upon with the Company;
  - 6.3.10. Utilise your professional skills and expertise to energetically and efficiently market the Advertiser's website broadly, ensuring adherence to industry standards and best practices to optimise benefits, while complying with this Agreement and all relevant marketing guidelines and regulations.
  - 6.3.11. Use only marketing materials as supplied by the Company or the Advertiser for the advertisement, marketing and promotion of the Advertiser's website without making any alteration unless authorised in writing by the Company. The Links and/or the marketing material shall not be amended or altered without the prior written consent of the Company;
  - 6.3.12. Conduct marketing and referral activities for potential users to the Company Platform at its own expense, taking full responsibility for the distribution and execution of these marketing efforts. Ensure that all marketing activities are professional, suitable, legal, and in accordance with relevant laws and local business conduct standards.
  - 6.3.13. Use exclusively the Tracking Links provided within the Publisher Program, with no guarantees on proper registration and sales accounting if defaulted;
  - 6.3.14. Take full responsibility for the development, operation, and maintenance of its own Publisher Source(s) and all material displayed on its websites;
  - 6.3.15. Refrain from sending any direct marketing materials to users known or reasonably known to be self-excluded with the Advertiser.
  - 6.3.16. Avoid targeting individuals below the legal gambling age as defined by applicable laws in the relevant markets;
  - 6.3.17. Avoid providing inducements to potential customers to register with Advertisers in exchange for any form of benefits, payments, rewards, or incentives;
  - 6.3.18. Consistently follow all pertinent advertising and marketing laws, regulations, and guidelines issued by the authorities in the countries where the Publisher intends to advertise, market, and promote the Advertiser, as well as those applicable in the country where the Advertiser is registered.
- 6.4. The Publisher further agrees:
- 6.4.1. refraining from engaging in any activities that are defamatory, discriminatory, obscene, immoral, unlawful, or otherwise unsuitable. This includes avoiding sexually explicit, pornographic, or graphically violent content. Advertising the Advertiser on sites deemed obscene, immoral, or aimed at minors, or on black-listed platforms, is strictly prohibited. The Publisher must actively monitor and be aware of the placement of all advertisements.
  - 6.4.2. Periodically, the Company may request a comprehensive list of all advertising placements used by the Publisher to promote the Advertiser to ensure ongoing compliance. All promotional activities for the Advertiser must be conducted exclusively on websites and media channels that have been disclosed to and pre-approved by the Company.
  - 6.4.3. not to target any jurisdiction where gambling or its promotion is illegal or prohibited.
  - 6.4.4. To refrain from driving traffic to the Advertiser through unlawful, illegal or fraudulent means which includes but is not limited to:, by:

- 6.4.4.1. Sending spam. This includes all formats of spam, including but not limited to emails and/or SMS that meet any one of the following criteria: are unsolicited and sent to a large number of addressees, contain false or misleading statements, does not honestly identify the source of the originating email address, does not contain an online and real time 'Remove' option or causes software download, installation or similar action with addressee consent.
- 6.4.4.2. Registering as a player or making deposits directly or indirectly to any player account through his tracker(s) for his/her/its own personal use and/or the use of its relatives, friends, employees or other third parties, or in any other way attempt to artificially increase the amounts payable, or to otherwise defraud the Company.
- 6.4.4.3. Pop Ups, pop unders and cookie dropping. This includes but is not limited to popups, pop unders and dropping customer cookies. The Publisher shall seek the Company's prior approval for any pop ads campaigns.
- 6.4.5. to maintain high standards in its advertising, marketing, and promotion of the Advertiser under this Agreement. This includes promoting responsible gambling practices and ensuring that all relevant pages, sites, or media include appropriate age warnings ('18+' or higher where required by law), responsible gambling logos, and links to support organisations for vulnerable customers.
- 6.4.6. to present its own websites in a manner that might cause confusion with the Company Platform if applicable, the Company, any Related Company, or any Advertiser, nor imply affiliation with these entities to give the impression that the Publisher Source(s) are partly or fully originated from the Company or from any Related Company or from a Advertiser.
- 6.4.7. Except for marketing materials provided by the Company, the Publisher shall not use Intellectual Property Rights owned by the Company or any Related Company without express written consent.
- 6.4.8. not to buy or attempt to register keywords, search terms, or other identifiers in search engines, portals, or sponsored advertising services that are the same as or similar to the trademarks or trade names of the Company Platform, the Company, or its Related Companies.
- 6.4.9. The Publisher agrees not to use trademarks or trade names of the Company Platform if applicable, the Company, or Related Companies in Publisher URLs or derivatives thereof. Brand names may not be used in a derivative URL or subdomain.
- 6.4.10. The Company bears no liability for any losses or damages the Publisher may experience due to the exposure of Authorised User Account passwords or two-step verification (2SV) recovery codes.
- 6.4.11. To assume full responsibility and liability for all activities conducted under any Authorised User Accounts, including acts or omissions, and is obligated to maintain their security. The Company bears no responsibility for activities under any Authorised User Accounts.
- 6.4.12. If there is any suspicion of unauthorised data access, the Publisher must immediately inform the Company by sending an email to [dpo@gamelounge.com](mailto:dpo@gamelounge.com) or another specified email address. The Company retains the right to suspend or deactivate Authorised User Accounts at its discretion or upon the Publisher's request.
- 6.5. The Publisher acknowledges and agrees that the customer database in respect to the New Users shall belong to the Company and warrants and represents that throughout the term of this Agreement and following termination it shall not have access to the customer database nor to a database of New Users and shall refrain from attempting to or contacting any New User in relation to any matter without the prior written approval of the Advertiser.
- 6.6. The Publisher is prohibited from removing any Links, transferring or migrating referred players to the Advertiser, or altering fees payable by the Company.
- 6.7. Upon request by the Company or the Advertiser, the Publisher agrees to promptly remove any Advertiser Materials from the Publisher Service.
- 6.8. The Publisher warrants ongoing compliance with its obligations under the GDPR. It acknowledges that the Company does not have access to New Users' personal data and thus cannot be held liable for any breaches.



## 7. Payments

- 7.1. The Company shall pay the Publisher the Publisher Earnings, as specified in the Partnership Form.
- 7.2. The Tracking Code and Program Terms will exclusively govern the recording, determination of Actions and commissions, and tracking under this Agreement. No other methods of recording or determining Actions or commissions will be employed, regardless of any agreement or arrangement between the Publisher and the respective Advertiser.
- 7.3. The Publisher acknowledges that the Publisher Earnings will be in accordance with the Partnership Form, and shall govern their compensation. The specific terms outlined in Clause 7 apply.
- 7.4. If applicable on the Platform, the Company will issue a self-billed invoice on behalf of the Publisher at the end of each month, detailing the commission owed for the monthly period. The Publisher has twenty-four hours (24) to review and raise any objections to the invoice. If the Publisher does not contest the invoice within this timeframe, it will be deemed tacitly approved by the Publisher. The Company will then proceed to make payment in accordance with the terms of this Agreement. Additionally, as per the agreed procedure outlined herein, any documentation issued by the Publisher referring to commissions owed will not be considered binding or constitute an invoice. The Company will inform the Publisher in writing when this functionality is made available via the Platform for Publisher usage.
- 7.5. Until the Platform self-billing functionality is made available to the Publisher, the Publisher will be responsible to invoice the Company for the relevant period in accordance with 7.1.
- 7.6. Payment shall be made by the Company within thirty (30) days from the date of the invoice.
- 7.7. By accepting the payment, the Publisher agrees that it constitutes full and final settlement of the balance due for the relevant period.
- 7.8. The Company reserves the right to postpone payment of any balance to the Publisher in order to conduct an investigation to verify that the transactions comply with the provisions of the terms.
- 7.9. It is expressly agreed that no payment shall be payable for traffic generated that is illegal or in violation of any provision of this Agreement or Program terms.
- 7.10. The Publisher acknowledges the obligation to reimburse all payments received for transactions found to be fraudulent or falsified, along with covering all legal expenses and potential liabilities to the fullest extent allowable by law.
- 7.11. The Publisher bears sole responsibility for paying all taxes, levies, fees, charges, and any other financial obligations, whether local or international, to any relevant tax authority or entity, resulting from revenue generated under this Agreement. The Company holds no liability for any unpaid amounts deemed due by the Publisher, and the Publisher agrees to indemnify the Company accordingly.
- 7.12. To clarify, upon termination of this Agreement by either party, the Publisher acknowledges that they will no longer be eligible to receive the Publisher's Earnings from the Company, unless any unpaid Publisher Earnings have already been earned (such as commissions) prior to the date of termination. For avoidance of doubt, any lifetime revenue share agreements will cease to be in effect if the termination of the Agreement occurs under Clauses 11.2, 11.3, 11.4 and 11.5 as outlined below. Notwithstanding anything to the contrary, lifetime revenue share agreements will follow the Advertiser's terms, and said terms will prevail over this Agreement.
- 7.13. The Company retains the right to modify the Payment Plan at any time by providing written notice to the Publisher and such change shall be effective on the date of notification.
- 7.14. Should the Company enter into a settlement agreement or any other agreement or discussions with the Advertiser regarding the payment of remuneration entitled to the Company, and it transpires that the amount paid by the Advertiser to the Company is less than the Commission paid by the Company to the Publisher, the Company shall inform the Publisher of such change or

settlement or agreement. The Publisher shall then set off the overpaid amount by the Company on a pro-rata basis in accordance with the agreed Payment Plan in the Partnership Form or as agreed between the parties.

## 8. Intellectual Property Rights

- 8.1. The Publisher shall have the right to utilise the Intellectual Property Rights of the Advertiser in providing the services outlined in the Agreement, subject to the Company's prior written consent.
- 8.2. The Publisher agrees to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages, or expenses incurred by the Company, or for which the Company may become liable, with respect to intellectual property infringement claim or other claim relating to the services provided by the Publisher to the Company during the course of the provision of the services.
- 8.3. The Publisher warrants that it shall inform the Company immediately upon it finding out that it may need to avail of any Intellectual Property Rights owned by it, or in which it has a vested interest, in order to perform its duties in accordance with this Agreement.
- 8.4. The Company shall have the exclusive right to utilise the data results of the services for promotional activity and internal processes.
- 8.5. The Company, the Publisher and the Advertiser shall retain their respective full legal title over the Intellectual Property Rights owned by each respective party. This Agreement does not confer any rights, title, or interest in the Intellectual Property Rights of the Company, the Advertiser or any Related Company to the Publisher. During and after the term of this Agreement, the Publisher shall not engage in, support, or allow others to challenge or attempt to register the Company's, the Advertiser's or any Related Company's trademarks. Furthermore, the Publisher agrees not to register or attempt to register any trademark or website domain that is identical or similar to any mark owned by the Company, the Advertiser or any Related Company.

## 9. Confidentiality

- 9.1. The Parties understand that the Confidential Information has substantial commercial value to the disclosing Party and is being provided in confidence exclusively for the purposes of this Agreement.
- 9.2. Each recipient of Confidential Information commits to the disclosing Party that it will, and will ensure that any person authorised to receive Confidential Information will:
  - 9.2.1. keep the Confidential Information secret and confidential;
  - 9.2.2. not use the Confidential Information in any way except to the extent reasonably necessary for the purpose of this Agreement;
  - 9.2.3. not disclose the Confidential Information or any part of it to any person other than in accordance with this clause;
  - 9.2.4. not use or benefit from any Confidential Information received by it so as to procure any commercial advantage over the disclosing Party;
- 9.3. The requirement to keep the Confidential Information confidential, as specified in this Agreement, will endure and remain effective, even after this Agreement has been terminated or has expired, or if either Party issues a notice.
- 9.4. A recipient is authorised to disclose all or part of the Confidential Information to individuals who require access to it (for the Company, this includes any Related Company, its employees, Publishers, auditors, and advisors). However, such disclosure must be limited to what is reasonably necessary and subject to confidentiality obligations that are at least as stringent as those specified in this Agreement. Each recipient undertakes to ensure that any authorised person who receives Confidential Information complies with these confidentiality obligations as if they were a party to this Agreement
- 9.5. Excluded information: The obligations under this clause shall not apply to, and the term Confidential Information does not include any information with the recipient can prove:-

- 9.5.1. was known to the recipient, otherwise than under any obligation of confidentiality, prior to its disclosure by the disclosing Party;
  - 9.5.2. was developed by any employee of the recipient who has not had any direct or indirect access to or knowledge of the Confidential Information;
  - 9.5.3. was disclosed to the recipient without any obligation of confidence by a third party who has not derived it directly or indirectly in breach of an obligation of confidentiality owed to the disclosing Party;
  - 9.5.4. was at the time of disclosure by the disclosing Party, or subsequently becomes, published, accessible to the public or otherwise in the public domain, other than through any breach by the recipient or any person authorised to receive Confidential Information under Clause 9.4 above or of any other obligation of confidentiality;
  - 9.5.5. has been agreed by the Parties in writing as being excluded from Confidential Information.
- 9.6. A Recipient shall not be deemed to have breached its obligations under this clause if, and to the extent that, it is compelled by law, court rules, or directives from any governmental or regulatory authority to disclose Confidential Information. In such cases, the recipient must promptly notify the disclosing Party in writing regarding the request or requirement for disclosure and provide all pertinent details before proceeding with the disclosure, to the extent feasible and permissible. If immediate notification before disclosure is impracticable, the recipient agrees to inform the disclosing Party promptly after making the disclosure, if permitted. Additionally, the recipient pledges to use reasonable efforts to resist any disclosure mandate (and to assist the disclosing Party in doing so), while maintaining the confidentiality of the Confidential Information.
- 9.7. The Parties affirm and agree that they shall each adhere to the GDPR and the Data Protection Act in handling and processing personal data. This commitment includes, but is not restricted to:
- 9.7.1. The Publisher agrees not to gather data without a lawful basis to do so;
  - 9.7.2. Should the Publisher conduct direct marketing to customers via emails, SMS, or telephone messages, it must ensure it has obtained explicit consent from recipients and be capable of providing proof of such consent to the Company;
  - 9.7.3. The Publisher shall adopt a privacy policy, in line with applicable law, and shall comply with the Privacy Policy.
  - 9.7.4. The Publisher is obligated to notify users that their devices will have tracking technology installed upon clicking the Links. Furthermore, the Publisher must provide users with the choice to decline this installation.
- 9.8. Each Party acknowledges and agrees that personal data, as defined under the GDPR, pertaining to the other Party or its employees (if any), may be gathered and utilized exclusively for the purposes outlined in this Agreement or as required by legal obligations or legitimate interests.

## **10. Liability & Indemnification**

- 10.1. The Publisher acknowledges and agrees that using the internet and participating in the Publisher Program carries inherent risks, which the Publisher assumes entirely. The Company does not guarantee the continuous availability of the Company Platform or Interface, if applicable, at any specific time or location. The Company shall not be held liable to the Publisher or any other party for any inaccuracies, errors, omissions, losses, injuries, or damages arising from failures, delays, or interruptions of the Interface or the Publisher Program, whether in whole or in part.
- 10.2. The Company assumes no liability to the fullest extent permitted by law, whether in contract, tort, breach of statutory duty, or otherwise, for any of the following: (i) economic losses such as loss of profits, revenues, business, contracts, or anticipated savings of the Publisher; (ii) indirect or consequential losses suffered by the Publisher; or (iii) any impairment of the Publisher's goodwill or reputation.
- 10.3. The Company and its Group Companies' total aggregate liability arising from or in connection with the Agreement, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise, shall be capped at the total Commission received by the Publisher from Company in the six-month period preceding the date when the claim arose.

- 10.4. No party will be liable for any breach of this Agreement arising from circumstances beyond its reasonable control (a "Force Majeure Event"). If a Force Majeure Event continues for six months, the unaffected party may terminate this Agreement by giving 30 days' written notice to the other party.
- 10.5. The Publisher undertakes to defend, indemnify, and hold harmless the Company, its Related Companies, successors, officers, employees, agents, directors, shareholders, and attorneys from any and all claims, fines, liabilities, including reasonable legal and expert fees, arising from:
  - 10.5.1. Any violation of the Publisher's representations, warranties, or obligations under this Agreement;;
  - 10.5.2. Misuse or improper use of marketing materials and the Intellectual Property Rights of the Company or any Related Company by the Publisher;
  - 10.5.3. Fines imposed by public authorities or claims brought by Advertisers due to the Publisher's actions or omissions;
  - 10.5.4. Breach of the Publisher's responsibilities under the GDPR or the Data Protection Act.

## 11. Term & Termination

- 11.1. This Agreement will start on the Effective Date and continue until terminated in accordance with its terms.
- 11.2. Either party may terminate the Agreement on 30 days' written notice to the other party for any reason. Without prejudice to its other rights or remedies, a party may terminate the Agreement immediately on written notice to the other party, if:
  - 11.2.1. the other party materially breaches this Agreement;
  - 11.2.2. the other party is deemed unable to pay its debts; steps are made to wind up, or appoint an administrator over, the other party; a third party becomes entitled to appoint a receiver over the assets of the other party; the other party negotiates with all or a class of its creditors, or proposes or enters a compromise with such creditors; or any similar or analogous event occurs.
- 11.3. The Company may (i) terminate this Agreement, or (ii) suspend the Publisher and withhold all payments due to the Publisher (at its sole and absolute discretion) with immediate effect on written notice, if the Publisher:
  - 11.3.1. does not conduct any activity for a period of six months or if no Net Revenue has been generated for a period of six months;
  - 11.3.2. is reasonably suspected by the Company to have breached:
    - 11.3.2.1. Any of the representations and/or warranties set out in this Agreement; Or
    - 11.3.2.2. Any program terms of an Advertiser; Or
    - 11.3.2.3. Undergoes a Change of Control; Or
    - 11.3.2.4. Failed to provide and complete in full the necessary documents as per the Due Diligence Questionnaire or any other information as requested by the Company from time to time.
- 11.4. The Company further reserves the right to terminate this Agreement with immediate effect if i) the Advertisers cease their consent for the Publisher to send them traffic for any reason or ii) for any other reason by the Company without liability.
- 11.5. Unless expressly authorised in writing by the Company, once a notice of termination has been issued (by either the Company or the Publisher), the Publisher must refrain from removing or altering the Links on the Publisher Sources in any manner that would deactivate them until the termination takes effect, or in accordance with Clause 11.6.7.
- 11.6. On termination of the Agreement:
  - 11.6.1. all licences will terminate and the Publisher shall immediately deactivate the Links and remove any Advertiser Materials from the Publisher Service;
  - 11.6.2. each party will return or at the other party's option destroy all confidential information in its possession within five Business Days; and
  - 11.6.3. unless terminated by the Company under clauses 11.2 or 11.3 or 11.4, the Company will pay all outstanding Commissions and Bonuses due to the Publisher;

- 11.6.4. by the Company under clauses 11.2 or 11.3 or 11.4 or 11.5 all unpaid Commissions as of the date of termination, or accruing after the date of termination, shall be forfeited to the Company irrevocably and the Publisher hereby waives any right or entitlement to recover such Commissions and Bonuses from the Company.
  - 11.6.5. the Publisher will release the Company from all obligations and liabilities occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination.
  - 11.6.6. Upon termination of this Agreement, the Publisher's access to the Publisher Program will cease, and the Publisher shall relinquish all records and information pertaining to New Users registered with the Company under this Agreement. Specifically, upon termination becoming effective, the Company shall retain sole possession of (i) all data and information provided by New Users who subscribed or registered via the Publisher Sources through the Company Platform or as the case maybe, and (ii) any remuneration received from Advertisers and from New Users referred by the Publisher through the Company Platform or as the case maybe. The Publisher acknowledges it has no rights to retain the aforementioned New User data or claim any compensation related to such New Users, nor can it facilitate any transfer or migration of New Users to third parties.
  - 11.6.7. Unless otherwise agreed between the Parties, the Publisher or any other affiliated company of the Publisher agrees not to engage directly with Advertiser or any third party entity within the Advertiser's group of companies throughout the duration of this Agreement or for a period of 90 days following the termination of the Publisher Program.
- 11.7. Termination will not relieve the Publisher from any liability arising from any breach of this Agreement, which occurred prior to termination and/or to any liability arising from any breach of Confidential Information even if the breach arises at any time following the termination of this Agreement.
- 11.8. The Publisher's obligation of confidentiality towards the Company shall survive the termination of this Agreement.

## 12. Notices

- 12.1. The Company retains the right to modify, amend, delete, or add any provisions of this Agreement at its sole discretion and at any time. In such instances, written notice of the amendments will be sent to the Publisher's registered email address, with such notice deemed served upon dispatch by the Company. The Publisher's ongoing participation in the Publisher Program following the publication of any amendments or modifications will constitute acceptance of the updated terms and conditions.
- 12.2. All annexes that are part of this agreement at present or subsequently added shall be deemed integral components of this agreement.
- 12.3. Any notice given or made under this Agreement to the Company shall be sent by email to [legal@kiickr.com](mailto:legal@kiickr.com) unless otherwise notified by the Company. The Company shall send all notices by email to the email address supplied by the Publisher in the Partnership Form or as the case may be.
- 12.4. A notice sent by email will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9 am on the first Business Day following dispatch).

## 13. General

- 13.1. Certain functionalities or services offered by the Company or third parties may be subject to additional terms. Such terms will be communicated to the Publisher before those functionalities or services are supplied.
- 13.2. The Publisher may not assign or subcontract its rights or obligations under this Agreement in whole or part without the Company's prior written consent. The Company may assign or subcontract its rights or obligations under this Agreement, including to a Group Company.
- 13.3. Nothing in the Agreement constitutes a partnership or joint venture between the parties, nor constitutes a party the agent of the other. No party has authority to bind the other.

- 13.4. A counterpart of this Agreement executed and/or transmitted electronically shall be treated as fully binding and with full legal force and effect.
- 13.5. The Company's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of the Company's right to subsequently enforce such provision or any other provision of this Agreement.

#### **14. Applicable law and jurisdiction**

- 14.1. Whenever possible, each provision of this agreement will be interpreted in such a manner as to be effective and valid under applicable law, however; if any provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof.
- 14.2. This Agreement, and any dispute and/or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be read, governed by, construed and interpreted in accordance with, the laws of Malta.
- 14.3. The Parties irrevocably submit to the exclusive jurisdiction of the courts of law in Malta to settle any disputes or claims which may arise out of or in connection with this Agreement including non-contractual disputes or claims.
- 14.4. The Publisher is aware that this Agreement is originally drawn up in English. The Publisher is aware of and accepts that, in the event of any inconsistencies or differences of interpretation between the English version and a translated version, this English version shall always prevail.

## Annex 1:

### Marketing Compliance

Throughout the duration of this Agreement, you must adhere to all advertising guidelines and legislation applicable in the relevant markets, which include:

- Malta: Compliance with the Malta Gaming Act, 2018 (Cap 583), available at [Malta Gaming Act](#), Gaming Commercial Communications Regulations under Subsidiary Legislation 583.09, and Commercial Communications Committee Guidelines issued by the Malta Gaming Authority (MGA), accessible at [MGA Guidelines](#).
- United Kingdom: Compliance with regulations set forth by the UK Gambling Commission (UKGC), detailed in the UKGC Marketing Rules accessible via [UKGC Marketing Rules](#), and adherence to advertising standards as per the CAP Code available at [CAP Code](#) and the BCAP Code available at [BCAP Code](#). Additionally, follow guidance from the Advertising Standards Authority (ASA) on gambling advertising, specifically concerning the protection of children and young people, available [ASA Guidance](#).
- Ireland: Compliance with ASA Marketing Rules regarding gambling, available at [ASA Marketing Rules](#).
- Denmark: Adherence to regulations outlined by the Danish Gambling Authority (DGA) as per the Danish Gambling Act available at [Danish Gambling Act](#), the Danish Marketing Practices Act available at [Danish Marketing Practices Act](#), and guidelines on marketing of gambling and sales promotions provided by the DGA, accessible at [DGA Marketing of Gambling](#) and [Guide on Sales Promotion](#).
- Sweden: Compliance with the Swedish Gambling Act as specified by the Swedish Gambling Authority (SGA), available at [Swedish Gambling Act](#).
- Spain: Adherence to guidelines established by the Directorate General for the Regulation of Gambling (DGOJ), including the Code of Conduct on Commercial Communications of Gambling Activities and compliance with Real Decreto 958/2020, de 3 de noviembre, de comunicaciones comerciales de las actividades de juego, accessible at [DGOJ Code of Conduct](#) and [Real Decreto 958/2020](#).

You are responsible for adhering strictly to these regulations and guidelines for the duration of this Agreement. Please note, the provided links are for informational purposes only and should not be taken as legal advice from the Company. We are not liable for the accuracy or completeness of the content found within these links.