



TERMS AND CONDITIONS TO THE SERVICES CONTRACT FOR THE PROMOTION OF GAMBLING ACTIVITIES UNDER THE AFFILIATION REGIME

This agreement (the "Terms and Conditions") contains the complete terms and conditions between Maxbet Malta Limited (the "Company", "we", "us" or "Maxbet"), and you ("Affiliate", "you"), each hereinafter referred to as the "Party", and collectively the "Parties", regarding your participation as an affiliate in the Company's Affiliate Program, effective from 1st of July, 2023 (being deployed by 31st August 2023).

The hereby Terms and Conditions shall be supplemented by the Contract, any other agreement, annexes and addendums concluded by the Parties with the scope of promoting and advertising Maxbet's online products. In case of contradictions between the Terms and Conditions and any other agreement, annexes or addendums, the terms of the agreement, annexes or addendums shall prevail.

Definitions and Interpretation

"AFFILIATE PROGRAM" refers to the structured arrangement established by Maxbet, whereby individuals or entities (affiliates) (which hold valid specific Class 2 licenses for gambling marketing affiliate activities that enable such to legally provide such services in Romania to licensed remote gambling operators) can enter into an agreement to promote and advertise Maxbet's online products (example: Casino, Live-Casino, Sports). The Affiliate Program provides affiliates with unique tracking links that enable them to refer potential players to Maxbet's online products. When new players register and engage in transactions on Maxbet's online products through the Affiliate's tracking link, the Affiliate becomes eligible for commissions or rewards as outlined in the relevant Contract concluded with Maxbet. The Affiliate Program serves as a mechanism for Maxbet's online products to incentivize and reward Affiliates for their efforts in driving traffic and generating business for Maxbet's online products.

"BANNERS AND TEXT LINKS" are the graphical artwork or text that will be used by You in order to direct potential Users to the Site/s through your Tracker and that permits a potential User to hyperlink from your website/s to any Site/s.

"CHARGEBACK" or "CREDIT" is a credit card transaction which is not collectible by the credit card company as a result of customer non-payment or fraudulent credit card use, or other User payment transaction which is revoked and for which a credit is given.



"CPA COMMISSION" is the one-time fee for every New Qualifying User payable to You if you choose the CPA Commission plan.

"CONTRACT" means the main services contract for the promotion of gambling activities under the affiliation regime and any of its annexes/addenda.

"DEPOSITS" are the funds transferred by Users to their user game accounts at the relevant Site/s.

"EFFECTIVE DATE" means the earlier of: (i) Affiliate's access and use Maxbet's affiliate platform; or (ii) Affiliate's clicking of an "I Accept," "Sign Up" or similar button or checkbox referencing these Terms and Conditions.

"EXCLUDED TERRITORIES" refers to any territory outside Romania.

"EXIT TRAFFIC" means the traffic that You bring via an exit window, when Users leave a Site (using your unique Tracker).

"FRAUD" / "FRAUDULENT" means an actual or attempted act by You or any User which is (i) illegal in any applicable jurisdiction, (ii) made in bad faith, or (iii) intended to defraud us or any of the Site/s and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us or any of the Site/s any damage or harm. Fraud shall include, without limitation, collusion; abuse of bonuses or other promotions; abuse of the CPA commission structure (for example: less than 100 iPoints accumulation per new poker user); violation of money-laundering or other laws and regulations; Spamming; false, misleading or unauthorized advertising or representations; use of stolen credit cards; rake-back activity; wagering through the use of a program or a software; and unauthorized use of any intellectual property rights (including third parties' and any of our or the Site/s' rights).

"FROZEN USER/ FROZEN ACCOUNT" means a User's game accounts that has been closed or put-on temporary hold due to Fraudulent or other suspicious activity

"MARK/S" means any logo, trademark, service marks, trade name, design, trade dress, signs, domain name or similar identifying material that are owned or licensed by us or by any Site/s.

"SIGNUPS" or "NEW REGISTRATIONS" means Users that have completed the registration process on the Site/s.



"NEW QUALIFYING USER" means only new real User that have registered, submitted necessary documents and have been approved in the KYC process, have activated their accounts and have satisfied the minimum wagering requirement as agreed to in writing by You with Us, which deposits at least once a minimum of 50 lei (10 EUR), is not self-excluded, does not have his account frozen due to fraud, suspicion, or any other reasons and meets any other qualifications that may be added from time to time at the discretion of the Company.

"FIRST TIME DEPOSITOR" or **"FTD"** means New Qualifying User.

"NEGATIVE BALANCE CARRY-OVER" or **"NCO"** If Net Gaming Revenue falls below zero in any month, the Net Gaming Revenue used for the basis of the calculation of the Revenue Share Commission for such month shall be set to zero, and the negative Net Gaming Revenue result shall be carried forward to a subsequent month's Net Gaming Revenue and subsequently, the Revenue Share Commission calculation.

"GROSS GAMING REVENUE" or **"GGR"** shall mean total bets placed minus total wins.

"NET GAMING REVENUE" or **"NGR"** shall mean GGR, minus all bonuses, taxes, and any other deduction the Company determines relevant to arrive to the net revenue.

"NET MONTHLY AFFILIATE EARNINGS" shall mean all the affiliate earnings that the Affiliate accumulated for the month as visible on the Site/s that may result from CPA Commission, Revenue Share Commission or hybrid deals in accordance with these Terms and Conditions and any other marketing promotion that is fulfilled by the Affiliate, subject to being agreed to in writing by both Parties, less any deductions for fraud, set-off, negative carry over, reserves, corrections and other deductions in accordance with these Terms and Conditions. Any applicable Value Added Tax (VAT) should be added accordingly by the Affiliate, if and as applicable.

"NEW FIRST TIME REGISTERED DEPOSITOR" or **"NRD"** means Users that have registered and deposited for the first time in the same month on the Site/s.

"USER" is a person that enters any Site/s via your Tracker(s), has opened a new game account with such Site/s and is qualified and authorized to access and use the Site/s in accordance with the terms and conditions of use of such Site/s and with all applicable laws, rules and regulations.

"PRIVACY AND DATA PROTECTION REQUIREMENTS" means the requirements arising from the applicable legal provisions with respect to the protection of personal data, including, but not



limited to, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as may be amended from time to time (the General Data Protection Regulation or the "GDPR") starting with 25 May 2018, Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA starting with 6 May 2018, Law no. 190/2018 on measures implementing the GDPR, Law no. 363 of 28 December 2018 on the protection of individuals with regard to the processing of personal data by competent authorities for the purpose of preventing, detecting, investigating, prosecuting and combating criminal offences or the execution of criminal penalties, educational and security measures, and on the free movement of such data, Law no. 506/2004 on the processing of personal data and the protection of privacy in the electronic communications sector, as well as all applicable laws and regulations relating to the processing of personal data, direct marketing and privacy, including where applicable the guidance and codes of practice issued by the relevant supervisory authority.

"PROMOTION MAILS" means graphical artwork or text regarding specific promotion campaigns, sent by Us for dissemination by You in accordance with these Terms and Conditions, the Contract or any other agreement concluded by the Parties.

"SPORTSBOOK NET GAMING" means the amount of sports bets minus sports winnings minus sports bonuses, Chargebacks or any other revenue returns, credits, compensations or refunds given to Users, plus adjustments for sports bonuses.

"SITE/S" are the websites promoted by Us and offered within the Affiliate Program, as they may be from time to time, and all their related pages.

"SPAM" means emails and messages that meet any one or more of the following criteria: (i) unsolicited mailing; (ii) contains false or misleading statements; (iii) does not truthfully identify the source or the originating IP Address and / or the originating email address and/or You as sender of the email/ message, and/ or indicates or implies that the message is sent by Us (including by way of example and without limitation by naming Us as the sender of a Promotion Mail); (iv) does not contain an online and real time remove/unsubscribe option, which is presented clearly in each communication; (v) bundles certain software with other software, or (vi) inserts icons or causes software download or installation or similar action without the consent of the addressee.



"SUB-AFFILIATES" mean persons who were introduced to Us by You and who join the Affiliate Program as regular affiliates, and in respect of which We shall pay you certain commissions, as further described in these Terms and Conditions.

"TOTAL FEE" means all the accumulated Net Monthly Affiliate Earnings of the Affiliate.

"TRACKER/S" are the unique tracking URLs that We provide exclusively to You for the term of these Terms and Conditions, through which We track Users and calculate Your Revenue Share Commission and/or CPA Commission, as applicable.

"REVENUE SHARE COMMISSION" is a percentage of the Net Gaming Revenue.

1. APPOINTMENT AND PROPRIETARY RIGHTS

1.1 these Terms and Conditions does not grant You an exclusive right to direct potential Users to the Sites or any other exclusive right in connection with the Sites or with the Maxbet Malta Limited Affiliate Program. Except for the payment of the Revenue Share Commission or CPA Commission, as applicable, You will not have any rights with respect to any Users.

1.2 We may operate additional affiliate programs in connection with the Sites or any other sites, and You will have no right in connection with such other programs, other than those rights We may expressly grant to You.

2. LICENSE TO USE MARKS

2.1 We hereby grant you a non-exclusive, revocable, non-transferable and non-sublicensable sublicense, for the term provided under the Contract (the price for such sublicense being included in the Fee to be paid to You for providing services to Us under the Contract), to use any Marks solely for the display of the Banners and Text Links on Your sites, within the limits imposed by this specific purpose and in accordance with the express instructions and indications provided by Us in this respect. You are not allowed to alter, modify or change in any way the Marks.

2.2 This sublicense cannot be further sub-licensed, assigned or otherwise transferred by You unless prior approved in writing by Us. Your right to use the Marks is limited to and arises only out of the sublicense herein granted and only for the scope of the Contract and these Terms and Conditions.



We have the right to terminate this sublicense at any time by written notice to You. This sublicense will be terminated automatically upon the termination of the Contract for any reason.

2.3 You shall not assert the invalidity or unenforceability, or otherwise contest the ownership of the Marks, in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our or any of the Sites' rights (as an owner or licensee) in or to the Marks, or the right of any owner thereof, or render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

2.4 You undertake to take all necessary measures to ensure that the use of the Marks is carried out in full compliance with the purpose set out under the Contract and as set forth by these Terms and Conditions and in strict observance of the limited time period for which such use is permitted.

2.5 You undertake to exclusively and irrevocably assign to Us all intellectual property rights (as defined in the Contract), including, without limitation, the right of reproduction, distribution, licensing, lending, public communication, broadcasting, cable retransmission and creation of derivative works, on any and all Marks, Banners, Text Links or any other materials and information produced by You in connection with the activity carried out in the Affiliate Program, for all territories worldwide, for the entire duration of the protection of such rights, for all modalities of use and exploitation (which exist now and will exist in the future) in return for the price set out in the Contract.

2.6 You shall not register or attempt to register any logo, trademark, trade name, design, domain name or similar identifying material that contains, are identical or confusingly similar to or are comprised of any Marks.

2.7 In the event of an infringement throughout the usage of the Marks, You shall be liable for damages ensuing therefrom, and We reserve the right to take any action and subsequent remedy, pertaining to Us, at law.

3. COMMERCIAL USE ONLY

3.1 The marketing opportunity presented in our Affiliate Program and these Terms and Conditions is for commercial use only, and You, your family members, friends or associates may not make Deposits, directly or indirectly, through any of your Trackers for your or their own personal use or to increase the amounts payable to You under these Terms and Conditions by any act which involves Fraud.

3.2 If You wish to make test transactions to evaluate the system, including Deposits, You are to



contact Maxbet at affiliates@maxbet.ro

4. USERS' DATA

4.1 You will, at all times, observe all applicable Privacy and Data Protection Requirements and take all reasonable precautions to ensure that all user data is sourced, held, used and otherwise processed ethically and in full compliance with all Privacy and Data Protection Requirements. This shall include without limitation that the individuals concerned have, where legally required, been duly informed by You about the processing of their personal data, provided consent, been afforded the opportunity to opt in to receive, and the opportunity to unsubscribe from, any relevant marketing material. You accept and agree that You shall be solely responsible and liable for selecting the individuals to whom Promotion Mails will be sent or otherwise communicated, and for ensuring that such activities are carried out in compliance with all applicable Privacy and Data Protection Requirements, and that You will, therefore, be the person sending and instigating the sending of all such communications (notwithstanding that they are required to comply with all provisions of these Terms and Conditions). It is clarified that any and all data relating to the Users which Users provide to Us shall be and remain our exclusive property and that for the purpose of the services to be delivered under these Terms and Conditions You shall not have access to it.

5. YOUR RIGHTS AND OBLIGATIONS: PROMOTION AND LINK TO SITES

5.1. By joining the Affiliate Program, You agree to market, promote and refer potential Users to the Sites, by creating and maintaining a unique link from Your site/s to the Sites and by disseminating Promotional Mails provided that You have obtained our advance written approval of the content which is used around such link, and the form of such Promotional Emails. Such link may be established with one or more of our Banners and Text Links. You will be solely liable for the content and manner of your marketing and promotion activities. All such activities must be conducted at all times in a professional and lawful manner and in compliance with all applicable licenses, laws, and regulation, including without limitation with Privacy and Data Protection Requirements (including without limitation any and all requirements to obtain individuals' consent prior to marketing). Every Promotional Mail shall clearly indicate its origins from You and not from Us and shall include the option to unsubscribe from marketing material.

6. NO OTHER MARKETING OR OTHER ACTIVITY

6.1 The establishment and maintenance of the unique link from Your site/s to the Sites using the Banners and Text Links, and the dissemination of Promotional Mails, are the only method by which



You may advertise, market and promote the Sites in compliance with the terms of these Terms and Conditions, unless We give You our prior written authorization for any other activity.

6.2 You will not at any time by yourself, nor will You allow, assist or encourage others to market and promote the Affiliate Program or any of the Sites, directly or indirectly within any environment that could reasonably be construed as itself operating illegally or in such a way that any association with such an environment may cause damage to the reputation of the Affiliate Program or any of the Sites (by way of a non-exhaustive example only, file-sharing sites clearly supporting piracy activity).

7. APPROVED LAYOUTS

7.1 You will use only our approved Banners, Text Links and Promotional Mails and will not alter their appearance, design or content unless We give You our prior written consent. At your request, We may provide You with a code that will enable you to post on your sites other types of banners from our banner database.

8. AGE LIMITATION

8.1 You can only participate in our Affiliate Program if You are of the legal age determined by any applicable laws in the jurisdiction where You provide the affiliate services or if You are not incapacitated or interdicted in any jurisdiction. In any event and under any circumstances, You cannot participate in our Affiliate Program if You are under 18 years of age. We reserve the right to ask for proof of age from You and your account in the Affiliate Program may be suspended until satisfactory proof of age is provided to Us.

8.2 You will not by yourself, nor will You allow, assist or encourage others to, market and promote the Affiliate Program or any of the Sites, directly or indirectly, to persons that are less than 18 years of age or such higher age as may apply in the jurisdiction that You are targeting, or develop or implement marketing and promotion strategies in respect thereof. You will make sure that the sites that You use in providing the services to Us under the Contract have accordingly implemented age check mechanisms as to prevent any access of minors to such sites.

9. LEGALITY OF USE

9.1 You accept sole responsibility for determining whether Your participation in the Affiliate Program is legal under any laws or regulatory requirements that apply to You. You understand that We do



not provide You with any legal recommendation or assurance regarding such legality. You are to consult legal counsel in the applicable jurisdiction if You have any doubts about the legality of your participation in the Affiliate Program or the receipt of any payments from Us, under any applicable laws. It is Your responsibility to remain abreast of all legal and regulatory developments within the jurisdictions You are located or in which (or into which) You conduct marketing activity to ensure that You fully always comply with all applicable laws. Notwithstanding the obligation to comply with laws and regulations in general, You must also ensure that all marketing and advertising You undertake through your involvement with the Affiliate Program is conducted in full compliance with any applicable advertising and gambling regulations (including, but not limited to, restrictions and/or requirements relating to content or location/positioning of material) and the Privacy and Data Protection Requirements.

10. NO FRAUD

10.1 We have zero-tolerance for inappropriate conduct and Fraudulent activity. You will not engage in, allow, assist, promote, encourage or benefit from, directly or indirectly, any act or traffic that involves Fraud. You will act at all times to refrain from, immediately stop and not allow and promptly inform Us of any act or traffic that involves Fraud or that You believe or should reasonably believe to potentially involve Fraud or any act or traffic that We inform You is suspected by Us, in our discretion, to involve or potentially involve Fraud.

10.2 In addition, You will not direct to the Sites Users involved in Fraudulent activity. In the event that Maxbet believes that a User is involved in Fraudulent activity, Maxbet will immediately freeze such User's game account on the Site/s and You will not be entitled to any Revenue Share Commission or CPA Commissions due to You under these Terms and Conditions in relation to such User.

11. SOLE RESPONSIBILITY FOR YOUR SITE

11.1 You will be solely responsible for the operation and content of Your site/s, including for ensuring that materials posted on Your site/s are not libelous, obscene, sexually explicit, violent or otherwise illegal, objectionable or offensive, or, if notified by Us, at our sole discretion, otherwise unsuitable. You will be solely responsible that all the content of Your site is original or otherwise is permitted to be published by the owner thereof. Furthermore, You will be solely responsible for any marketing initiatives You conduct, including, without limitation, compliance of such initiatives with any applicable legal requirements.

11.2 You will not make any claims, representations or warranties in connection with Us or any of



the Sites, and You will not be authorized to make any commitment or assume any liability or obligation on our behalf or on behalf of any of the Sites.

12. REGISTERING AND TRACKING USERS

12.1 We will register your Users and track their play and will calculate the amounts payable to You in accordance with the applicable payment plan.

12.2 We reserve the right to require the Sites to refuse new Users or to close the game accounts of existing Users if necessary, in our sole discretion in order to comply with any requirements. We may periodically establish, including without limitation with regard to Fraud, unlawful activity, breach of the respective Site's terms and conditions of use, or otherwise.

12.3 We reserve the right to remove the affiliate tag if the User is inactive for a period of 6 months.

13. PAYMENTS

13.1 We will make payments to You in accordance with the applicable payment plan, as set forth in detail below. In the event of a Negative Balance Carry-over, We reserve the right to set off such carryover against marketing placement fees or any other applicable payments owed to You. Payments for each invoice can take up to 30 (thirty) days from the date of invoice receipt. However, if We find that We are not in agreement with the invoice and revisions are necessary, the 30 (thirty) day payment period will commence from the date when We receive the revised and corrected affiliate invoice. We will notify You promptly in writing if any revisions are required.

13.2 In case the monthly value of the Total Fee is less than three hundred Euro (300 EUR), it may be carried forward for the next month/s and it shall be paid after exceeding the minimum value established.

13.3 All invoices shall be directed in accordance to the requisites agreed to in the Contract within the first eight (8) days of the month. Invoices must present a breakdown of the fees by Affiliate ID and by the relevant month, clearly indicating the Affiliate applicable payment plan, the Affiliate ID, the relevant month and the product description (example: Casino, Live-Casino, Sports) on the invoice document.

14. REPORTS



14.1 We will provide you with remote online access to the relevant reports regarding User activity and the Revenue Share Commission generated (as applicable). The form, content and frequency of the reports will be subject to change in Maxbet's sole discretion. We will not be liable for the completeness or accuracy of any reports.

14.2 The reports referred to above shall be solely referred to for the purposes of invoicing the Revenue Share Commission.

15. RECORDING CALLS

15.1 All telephone conversations between You and any of our staff may be recorded, and You hereby consent to such recording. Any recordings will be treated in the strictest confidence and may be used by Us in events of misunderstanding or dispute.

16. IDENTITY VERIFICATION AND SUPPORTING DOCUMENTATION

16.1 It is our policy to prohibit and actively prevent money laundering and any activity that facilitates money laundering or funding of terrorist or criminal activities. We will verify Your identity through the information provided by You and by obtaining information from public sources and data. We will make our best efforts to reasonably ensure that We know the true identity of any of our affiliates.

17. PAYMENTS AND FEES: MONTHLY PAYMENT PLAN

17.1 The monthly payment the Affiliate shall receive is set out in the annexes of the Contract. The monthly revenue share payment plan is subject to change and can vary widely depending on your player acquisition performances and your advertising campaigns. If a currency conversion is required, Maxbet's prevailing conversion rates and fees will apply.

18. THE REVENUE SHARE PLAN:

18.1 FINAL AND BINDING DATA AND CALCULATIONS



18.1.1 All calculations in connection with the amount payable to You, whether under the revenue share and/or the CPA plan, shall be based solely on our systems' data and records, and our calculations will be final and binding. This process shall include:

- a) the detection of Fraudulent User activity that will be excluded from the Affiliate's payment.
- b) failed transactions that will be credited to the Affiliate's account.

18.1.2 We reserve the right to make manual corrections for any instances, even if they are identified after a payment has been made. In such cases, We have the right to promptly pass a correction and deduct the corresponding balance from the Affiliate's commission.

Provided that if the Affiliate does not have any commission due to it for a period of 3 (three) months, the Affiliate acknowledges and accepts the responsibility to repay Us or return the portion that should not have been paid out to it (i.e., the correction). The Affiliate shall ensure fairness and accuracy in the commission calculation and payment process.

19. MINIMUM ACTIVITY QUALIFICATION

19.1 The Affiliate acknowledges that any deals and/or Revenue Share Commission plans are based only on its current activity. We do not offer lifetime revenue share - the Affiliate's revenue share percentage is dependent solely on its activity with Maxbet. Being an active affiliate and bringing Maxbet more "New Qualifying Users" and "NRD's" will consequently put the Affiliate in a position to have an increased revenue share. Failure to comply with any of the below requirements will deem your account "Inactive" thus decreasing your revenue share to ten per cent (10%) for every month of inactivity, suspending any deal and voiding any bonuses that were previously agreed.

- a) Failure to bring thirty (30) New Qualifying Users to any of our Site/s within a calendar month
- b) Failure to bring ten (10) NRD's to any of our Site/s within a calendar month
- c) Your affiliate account will deliver in a time span of ten (10) consecutive days within a calendar month either "0" signups or "0" NRD's



d) Stoppage of traffic for more than ten (10) days within a calendar month (no clicks (zero) received from tracking links)

20. INACTIVE AFFILIATE

20.1 You are to note that in the case Your account is considered Inactive Your revenue plan will be changed to ten per cent (10%) regardless of any special deal, in doing so You will void any additional acquisition bonus that You may have been previously eligible (hereinafter the "**Inactive Affiliate**"). Furthermore, Your account revenue share will remain at a ten per cent (10%) commission for each month that Your affiliate account will fail to deliver its minimum activity quota.

20.2 In the event that You will fail to actively promote and bring new clients to our Site/s, Your account will be considered as an Inactive Affiliate. This definition will apply to You from that moment on (even if you direct New Qualifying Users to any Site) and therefore the Revenue Share Commission described in the table above will not apply to You.

20.3 If you become an Inactive Affiliate for 3 consecutive months, Maxbet reserves the right to terminate this Agreement and close your account at any time without prior notice. For restarting the collaboration, you are to email Us at affiliates@maxbet.ro.

21. CHANGE OF PAYMENT PLAN

21.1 In the event that You: (i) do not show the most updated links and banners provided by Us, on all of Your websites' pages according to the shape and location as agreed by the Parties to these Terms and Conditions; or (ii) change the type, location, or suggestion on links without our prior notice and our written approval; or (iii) reduce your efforts to recruit new Users; it will be considered as non-compliance with these Terms and Conditions and We reserve the right to modify the Revenue Share Commission rates or Your payment plan at our sole discretion and without any prior notice. We will nevertheless notify You about the changes brought to the Revenue Share Commission rates once they are in force.

21.2 In any event of a Chargeback, Credit or freezing of any account, such a User will not be considered for the purpose of the revenue share plan, and any CPA Commission/ Revenue Share Commission payment made to You in respect of such User shall be deducted from future payments to You.

22. BUSINESS BY OTHER PERSONS



22.1 You shall have no claims to the Revenue Share Commission, CPA Commission or other compensation on business secured by or through persons or entities other than yourself.

23. YOUR ACTIVITY AS A USER

23.1 If You are or become also a User in one of the Sites, We reserve the right not to include your wagering activity as a User in the Revenue Share Commission or CPA Commission due to You. This also applies to any of Your direct relatives (spouse, partner, parent, child, or sibling) as well as Your employees, agents or any other associated individuals.

23.2 The Affiliate is solely responsible for disclosing to Maxbet any and all affiliate-owned accounts, including those belonging to employees, agents, or any other associated individuals. It is imperative that these accounts are disclosed within 24 (twenty-four) hours from the moment they are created and/or being tracked as User accounts, as applicable and in accordance with the instructions provided in the Contract (if applicable). We reserve the right not to include such accounts in the Revenue Share Commission or CPA Commission due to You.

Provided further that failure to comply with this disclosure requirement within the specified timeframe may result in daily penalty/ies as outlined in the Contract in clause 5.1.13 on non-fulfillment of obligations. The Affiliate acknowledges that it shall adhere to this clause to ensure timely disclosure and maintain transparency and compliance with the Affiliation Regime.

24. EXIT TRAFFIC

24.1 Exit Traffic will be considered as regular traffic for the purpose of calculating Your Revenue Share Commission (if applicable).

25. PLAYER REWARDS

25.1 You may not in any way offer added rewards of any kind to Your referred Users without Maxbet's prior written consent. If Maxbet deems You to be in breach of this condition, Maxbet Malta Limited may terminate the Contract and our relationship at law and cease to pay You any further Revenue Share Commission from your referred Users. Additionally, Maxbet reserves the right to exercise its remedies at law.

26. TAXES AND OTHER CHARGES



26.1 You are fully responsible for all taxes, fees, and other costs incidental to and arising from any payments made to You under these Terms and Conditions and the Contract, including without limitation any processing fees. You will indemnify and reimburse Us for any costs, expenses, or losses that may be caused to Us as a result of any claim or demand made by any governmental or other authority, with regard to tax withholding obligations or similar obligations to which We may be subject in connection with making payments to You. We will be entitled to withhold or set-off any such amounts from the payments made to You.

27. SECURITY RESERVE

27.1 A rolling security reserve of five per cent (5%) of all amounts due to You may be withheld for up to 6 (six) months from the last day of the month in which the commission would have accrued. The security reserve will serve to guarantee any debt or liability from You to Us pursuant to these Terms and Conditions, such as in connection with Fraud, Chargebacks, Credits, etc.

28. RIGHT TO WITHHOLD AMOUNTS

28.1 We reserve the right to withhold all amounts due and payable to You under these Terms and Conditions if We believe that any Fraud has taken place or is contemplated which involves You, whether or not the withheld amounts relate to the event in question. If We believe that a Fraud has taken place or is contemplated by any User without Your knowledge, We will be entitled to confiscate any amounts due to You in connection with such Fraud. We will also be entitled, in the foregoing events, to set-off from future amounts payable to You any amounts already received by You which can be shown to have been generated by Fraud.

28.2 We strictly prohibit and condemn any form of content stealing or copying, including site scraping. If it is determined that You have engaged in such practices, We retain the right to terminate the Contract as well as Your account in the Affiliate Program and take appropriate action, including transferring any outstanding amounts payable to You to the rightful original content creator, as determined by the evidence provided.

28.3 We reserve the right to delay or withhold payments if any supporting documents are not provided to Us upon request. In the event that requested documents are not provided by the Affiliate within 3 (three) months from the date of request, Maxbet reserves the right to permanently confiscate said payments due to You.



28.4 If We determine, in our sole discretion, that You have engaged in any activity forbidden in these Terms and Conditions or the Contract, including without limitation activity that involves Excluded Territories, or that You have otherwise breached any of your representations, warranties or undertakings in these Terms and Conditions, We may (without limiting any other rights or remedies available to Us) withhold any amounts due and payable to You , whether or not generated by such forbidden activity or breach.

29. COMPLIANCE CONDITION PRECEDENT FOR ROMANIAN TRAFFIC

29.1 Based on the legal provisions in force at the execution of the Contract and these Terms and Conditions, the Parties agree that the Affiliate is bound to hold and maintain valid during the entire term agreed by the Parties in the Contract a Class II license specific to gambling marketing affiliate activities and comply with any other obligations imposed by the any applicable Romanian legislation (including, without limitation, gambling legislation).

The Parties agree that these Terms and Conditions will enter into force only subject to the Affiliate holding valid or having obtained such Class II license specific to gambling marketing affiliate activities and sending to Maxbet a copy hereof.

30. RESTRICTION ON BIDDING ON BRAND NAME

30.1 You may 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 Maxbet group's trademarks or otherwise include the word "**Maxbet**" or variations thereof or include metatag keywords on the Affiliate's Sites which are identical or similar to any of the Maxbet group's trademarks.

OTHER RESTRICTIONS

- Direct linking a.k.a. URL hijacking
- Competitive brand bidding
- Media & keyword restrictions
- Negative keywords



- Rank restrictions
- Domain registration

32. YOUR PERSONAL INFORMATION

32.1 We are required by law to comply with data protection requirements in the way in which We use any personal information collected from You. We, therefore, take very seriously our obligations in relation to the way in which We use your personal information. To learn how We use your personal information You must read our Privacy Policy [here](#).

33. AFFILIATE PLATFORM IMPROVEMENTS

33.1 Maxbet is committed to ensuring the optimal functionality and performance of the affiliate platform ("Platform"). As part of this commitment, Maxbet has the right, from time to time and at its sole discretion, to carry out improvements and background tests on the Platform as it may consider necessary. These improvements may include but are not limited to enhancements, bug fixes, and feature upgrades.

33.2 During the course of these improvements and background tests, Maxbet shall take all reasonable measures to ensure minimal disruption to Affiliate operations. As a rule, Maxbet shall conduct such activities in the background, without causing undue interference to the Affiliate's use of the Platform. Maxbet shall make reasonable efforts to carry out such activities without interfering with the normal use of the Platform. However, should such activities cause any dysfunctions, Maxbet shall make reasonable efforts to remedy the identified dysfunctions within a reasonable time. The Affiliate understands and agrees that Maxbet cannot be held liable for any potential inconveniences caused by improvements, background tests or any similar activities carried out for the maintenance and/or enhancement of the Platform.

33.3 Should Maxbet identify any issues, malfunctions, or areas for enhancement while conducting these tests, Maxbet reserves the right, at its sole discretion, to rectify such matters in alignment with the Terms & Conditions, including any updated version of the Terms & Conditions that Maxbet may introduce from time to time.

33.4 The Affiliate acknowledges and agrees that such improvements and testing are vital for maintaining a high standard of service and experience on the Platform. The Affiliate further acknowledges that any necessary adjustments made by Maxbet shall be aimed at maintaining and/or enhancing the overall functionality and performance of the Platform.

33.5 The Company shall make reasonable efforts to inform the Affiliate of any substantial changes or



adjustments resulting from these tests, if such changes directly impact the Affiliate's interaction with the Platform. The Affiliate's continued use of the Platform following such adjustments shall be deemed as acceptance of the updated Platform, as well as acceptance of the updated Terms & Conditions, should Maxbet update the Terms & Conditions as a consequence of the Platform's implemented changes or adjustments (which it reserves the right to do so, at its sole discretion, however not being obliged to this end).

34. AMENDMENTS

34.1 We may amend any of the provisions in these Terms and Conditions at any time and at our sole discretion, without prior notice, by posting the updated version of the Terms and Conditions on our website. Any changes will take effect from the date of publication and you are solely responsible for learning of any such amended and updated versions and changes of the Terms and Conditions. It is important, therefore, that you log in from time to time to this page on our website and check to see whether there is any amended version of the Terms and Conditions. We reserve the right, but we do not undertake any obligation to, inform you about the updated Terms and Conditions via e-mail or through a dedicated pop-up window when logging in on our website. Amendments may include, for example, changes in these Terms and Conditions of the commission amounts payable, payment procedures, and restrictions on operation and any other changes to Maxbet's Affiliate Program rules. None of our employees, officers or agents may orally amend, modify or waive any provision of these Terms and Conditions. By accepting these Terms and Conditions, you warrant that you understand the implications of these provisions, and undertake to bind yourself thereto. If any amendment or change to any of the provisions of these Terms and Conditions is unacceptable to you, you can terminate this agreement as per clause 35. Your continued participation in the Maxbet Affiliate Program following our posting of any amended Terms and Conditions on our website will constitute a binding and express acceptance from your part of the updated Terms and Conditions.

35. TERM AND TERMINATION

35.1 The term of these Terms and Conditions will commence on the Effective Date and continue until terminated pursuant to the terms of this agreement.

35.2 We reserve the right to terminate this agreement: (i) at any time and without prior notice if a new version of the Terms and Conditions have been not accepted by you within 30 days from the publication (ii) at any time by giving you 15 days' written notice.
You are responsible for creating and maintaining backups of all data within this period.

35.3 You reserve the right to terminate this agreement at any time by giving 30 days' written notice.



36. NOTICES

36.1 All notices, demands, or consents required or permitted under this agreement will be in writing.

36.2 Notice will be considered delivered and effective when (a) personally delivered; (b) 3 business days after posting when sent by reputable private courier; (c) 10 business days after posting when sent by certified mail; or (d) 1 business day after being sent by email to the email address provided.

36.3 All notices must be sent to the respective addresses provided by either party to the other party from time to time in writing.

37. INDEPENDENT INVESTIGATION AND ACKNOWLEDGEMENT

37.1 YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND AGREE TO ALL OF ITS TERMS AND CONDITIONS.

37.2 YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THESE TERMS AND CONDITIONS, OR OPERATE OR CONTRACT WITH WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR SITES.

37.3 YOU ACKNOWLEDGE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN OUR AFFILIATE PROGRAM AND THAT YOU ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN THOSE EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS.