

Last updated on: January 1st, 2025

The present Terms and Conditions govern the relation between You and coolaffs.com (hereinafter also referred to as – “We”, “Us”, “Our”).

To participate in Our Affiliate Program, please thoroughly read, comprehend, and agree to the following terms and conditions. If You find Yourself in disagreement with any of these terms, We kindly request that You refrain from proceeding with Your application. Should You have any inquiries about Our affiliate program, don't hesitate to reach out to Us at tspiridonovski@coolaffs.com (*"Contact email"*).

When You register for the Affiliate Program, Use any of Our marketing tools, or accept any rewards, bonuses, or commissions — whether specified in this TERMS AND CONDITIONS (hereinafter – the "Affiliate Agreement" / "Agreement") or any other aspect of Our Affiliate Program — it's understood that You have read, comprehended, and agreed to the terms of the Affiliate Agreement.

The Agreement outlines the terms and conditions between Our company (*"PARTNER" / "We" / "Us" / "Our"*) and You, the applicant (hereinafter referred to as *"You" / "Affiliate"*), regarding Your application to join and promote Our affiliate program for the Website and its services.

DEFINITIONS

In this Affiliate Agreement unless the context otherwise requires:

- **"Affiliate"** means You, the person or entity, who applies to participate in the Affiliate Program.

- **"Affiliate Program"** means the collaboration between You and Us whereby You will promote the PARTNER Website and create the Links from the Affiliate Website(s) to the PARTNER Website and thereby be paid a commission as defined under this Agreement depending on the traffic generated to the Website(s) subject to the terms and conditions of this Agreement.
- **"Affiliate Sign up Form"** is a specific type of document that an individual or entity must complete and submit to enroll in an affiliate program. This form typically requires the prospective affiliate to provide personal and, if applicable, business information, as well as details about preferred payment methods and tax information.
- **"Affiliate Website(s)"** means one or more Websites on the Internet which are maintained and operated by the Affiliate.
- **"CPA"** – means "cost per acquisition". "Acquisition" shall mean the first-time deposit ("FTD") of the referred player.
- **"Confidential Information"** refers to any and all proprietary information, technical data, trade secrets, or know-how, including but not limited to research, services, customer lists, markets, software, developments, inventions, designs, drawings, engineering, finances, or any other business information disclosed by Us to You.
- **"Hybrid deals"** means a fixed payment of CPA and Revenue Share (RS) part to be paid to the Affiliate in respect of each new player who makes a Deposit with taking into account the agreed established baseline; PARTNER reserves the right to set up a trial period for all new concluded CPA and hybrid deals. This concept includes checking the quality of traffic prior to receiving the first 20 FTDs during a test period of the 1st month of cooperation. After that, the parties discuss the results and make a decision on the further continuation of cooperation. In case of CPA and hybrid deals that bring less than 5 FTD during the 1st month trial period, PARTNER reserves the right to terminate cooperation and leave at its discretion the payment for this result.

- **"Insertion order or IO"** is a specific order for advertising. It's a contract that details a specific advertising campaign's parameters, including where and when ads will be inserted, how much it will cost, what the payment terms are, and other related details.
- **"Intellectual Property Rights"** means any and all patents, trademarks, service marks, designs, trade, business or domain names, goodwill associated with the foregoing, e-mail address names, copyright including rights in computer software (in both source and object code) and rights in databases (in each case whether registered or not and any applications to register and rights to apply for registration of any of the foregoing), rights in inventions and Web-formatting scripts (including HTML and XML scripts), know-how, trade secrets and other intellectual property rights which may now or in the future subsist in any part of the world including all rights of reversion and the right to sue for and recover damages for past infringements.
- **"Net Generated Revenues (NGR)"** means the sum of PARTNER's net revenue generated by all Your referrals in the space of a calendar month. NRG, calculated on a monthly basis, means the monthly gross revenue less costs, which includes but is not limited to: taxes, betting duties, third party commissions/fees for providing games and game software etc, financial transaction fees, bonuses, "loyalty rewards", rake back, cashbacks and chargebacks.
- **"New Depositing Player"** means a New Customer/Player who has made a first minimum deposit with PARTNER where this latter is Used for bona fide transactions with an ultimate aim to establish and enter into a normal commercial relationship with PARTNER within the framework of the Business. The customer registration and the first deposit do not have to be simultaneous.
- **"Referred Customers"** means customers who have no prior account with Our Website and have signed up for an account with Us with Your affiliate tracking code attached.

- **"Revenue Share"** means the percentage share the affiliate will earn from the Net Generated Revenues created by his Referred Customers.
- **"Reward Plan"** – shall mean the CPA commission paid by Affiliate for the FTD of the referred player. In the case of a Reward Plan with a CPA element, the Company reserves the right to withhold any payments of the Reward Plan for any customer accounts including, but not limited to, bonus abuser customer accounts, suspended and/or closed customer accounts, customer accounts suspended and/or closed due to fraud, customer accounts subject to self-exclusion or any other customer account which the PARTNER in its sole discretion deems it necessary to suspend and/or close.
- **"Sub-Affiliate"** means an individual and/or entity that an Affiliate directs in any appropriate manner to PARTNER and who can be linked to the Affiliate's unique Affiliate account/identity, which person or entity becomes an Affiliate of PARTNER.
- **"Your Website"** the Website which You notify Us on the Affiliate Sign up Form.

1. AGREEMENT

1.1 You must accept these terms and conditions and submit a completed online application form in order to join Our affiliate program. The sole authority to approve or reject Your application rests with The PARTNER. Our ruling is final and cannot be challenged. We will email You with our response after making a decision. When marketing the PARTNER's services, You agree to be bound by this Agreement, if it is accepted. The email of acceptance will include more information. The fundamental rules governing Our business partnership are outlined in these Terms & Conditions. An Insertion Order, on the other hand, gives details about specific transactions inside this framework.

1.2 The PARTNER reserves the right to update or modify this Agreement. Any substantial changes will be communicated to Your registered email address at least 5 days before they are posted online within the affiliate terms and

conditions section. Should You disagree with any changes, You must terminate this Agreement per its terms. If You continue with Our affiliate program and post any updates, it signifies Your binding acceptance of such changes.

2. LINKS

2.1 The Links that the PARTNER provides must be displayed and used in the ways that both parties have decided. The PARTNER's prior written consent is required for any changes made to the Links' format, location, or functionality.

2.2 You shall ensure that no Links are positioned on Your Website's pages directed at individuals under 18 (eighteen) years of age.

2.3. You shall ensure that no Links are placed in prohibited geographic locations (GEOs). Prior to starting any advertising efforts, affiliates are required to obtain written confirmation from the PARTNER specifying the approved GEOs.

2.4 Should You desire to display the Links on Websites other than Your Website, You must secure written consent from the PARTNER.

2.5 NON-COMPLIANCE: IF YOU VIOLATE ANY OF THE LINK USAGE GUIDELINES OUTLINED IN THIS AGREEMENT, WE RESERVE THE RIGHT TO DISABLE THE LINKS THAT YOU USE. FURTHERMORE, WE RESERVE THE RIGHT, UPON WRITING NOTICE TO YOU, TO IMMEDIATELY TERMINATE THIS AGREEMENT AND TO STOP PAYING YOU ANY FUTURE REVENUE SHARE ON YOUR REFERRED CUSTOMERS.

3. STANDARD COMMISSION STRUCTURES

3.1. The commission structure extended to Our affiliates is not of a one-size-fits-all nature. Instead, it's specifically tailored based on individual negotiations and agreements. The exact terms, percentages, or fixed rates for

commissions will depend on the deal mutually agreed upon between the affiliate and the PARTNER. This tailored approach ensures a fair and beneficial arrangement that reflects the unique value and contributions of each affiliate. Affiliates are encouraged to discuss and finalize these terms directly with the PARTNER to reach a consensus that best suits both parties.

4. PARTNER'S RIGHTS & OBLIGATIONS

4.1 At its discretion, the PARTNER is still entitled to reject, invalidate, or cancel an Affiliate Application.

4.2 The PARTNER is responsible for providing the Affiliate with the advertising materials and pertinent information needed to advertise the Affiliate Program.

4.3 The PARTNER is tasked with managing the turnover generated through tracking links, documenting net revenues, total payments due to the Affiliate, and supplying the Affiliate with pertinent player statistics.

4.4 The PARTNER holds the authority to reject the enrollment of any New Customers, suspend or close their accounts as deemed necessary. Such decisions will be made solely at the Company's discretion to align with any deemed mandatory requirements.

4.5 The PARTNER is empowered to oversee the Affiliate Website(s) to ensure compliance with the terms of this Agreement. The Affiliate must provide the Company with the data necessary for such monitoring.

4.6 PARTNER shall supply You with the Links for inclusion on Your Website and may update such Links from time to time.

4.7 PARTNER will make every effort to guarantee that the relevant Customer is recognized as coming from Your Website each time a Referred Customer registers with PARTNER via Your affiliate link with Your tracking code attached. However, if PARTNER is unable to determine that a Customer is coming from Your Website, PARTNER will not be held accountable to You in any manner.

5. UNLAWFUL AND UNFAIR PRACTICES

5.1 You may not in any way offer added rewards of any kind to Your Referred Customers without PARTNER's prior written consent. If PARTNER deems You to be in breach of this condition, PARTNER may terminate Your affiliate agreement and cease to pay You any further Revenue Share from Your Referred Customers. Neither You nor Your direct relatives (spouse, partner, parent, child or sibling), may under no circumstance receive any Revenue Share on Your own or direct relatives' Customer account. You are forbidden to in any way modify, redirect, suppress, or substitute the operation of any button, link, or another interactive feature of the PARTNER Site. Affiliates and their Sub-Affiliates cannot earn Rewards for the activity carried out by Using own tracking links for personal Use with a purpose to artificially increase their own profit. You are forbidden to attempt to artificially increase monies payable to You by PARTNER.

5.2 You and Your Sub-Affiliates shall at all times comply with all the applicable Gaming laws and regulations and all the Data Protection laws and regulations, including but not limited to the European Directive 2002/58/EC, the General Data Protection Regulation (GDPR) (EU) 2016/679 and any legislation and/or binding regulations implementing or made pursuant to them.

SPECIFICALLY:

- You may not in any way advertise to Customers which did not expressly and clearly consent to receive marketing communications, or which consent You didn't store and are not able to prove anytime, or to Customer's which data have been processed in breach of any Data Protection laws and regulations
- Every email shall clearly indicate its origins from You and not from Us.
- Every marketing email shall contain a clear link to unsubscribe from further marketing emails.

5.3 We reserve the right to terminate the Agreement immediately with no notice if, in Our reasonable opinion, You have breached any gambling advertising rules or any Data Protection laws and regulations. Motivated traffic

You will not benefit from traffic You know or suspect to be generated in bad faith, regardless of if this causes Us damage. We reserve the right to retain all amounts otherwise due to You under this Agreement if We have reasonable cause to believe there has been such traffic.

5.4 Affiliates are strictly prohibited from generating traffic through automated bots, software, or any other tools designed to fabricate Referred Customers' activity. The Use of such methods is considered deceptive and is a breach of this agreement. Traffic must originate from legitimate sources, and any affiliate found in violation of this requirement will face immediate account termination, forfeiture of any earned commissions. The PARTNER reserves the right to implement necessary measures to detect and prevent such fraudulent activities. Affiliates are expressly prohibited from bidding or Using Our Intellectual property, including but not limited branded keywords, trademarks, or any variations and misspelling thereof, for online search or advertising on any platform except as agreed upon in writing with the PARTNER. Moreover, affiliates must not register or Use domains that are similar to, or that potentially could be mistaken for any of PARTNER's domain names or trademarks. Violation of this provision will result in immediate termination of partnership and consequences as outlined in p.9.2. The Affiliate understands that promoting resources targeting the Swedish market or Using the Swedish language is legally restricted in Sweden. Any such promotions will be deemed a violation of Our general terms & conditions, resulting in immediate account termination if discovered. Similarly, promoting resources for the Netherlands market or Using the Dutch language is subject to legal constraints in the Netherlands. Engaging in these actions will also be treated as a breach of Our terms & conditions, leading to swift account closure upon detection.

5.5 When advertising to Customers in the United Kingdom, You shall abide by the rules for gambling advertising as defined by the Committees of Advertising

Practice (CAP and BCAP) and upheld by the Advertising Standards Authority. You will ensure that marketing communications, particularly in relation to free bet and bonus offers do not amount to or involve misleading actions or misleading omissions. Marketing communications that include a promotion must provide as such information about significant conditions as practicable within the advert itself, and with sufficient prominence. Where the advert is genuinely limited by space (banner advertisement) significant conditions must be displayed no further than one click away from the advert itself. Examples of free bet or bonus offers which may not comply with legislation include: the promotion does not provide supporting information on the terms and conditions of the offer or provides it with insufficient prominence for example only visible once scrolled down; when clicked, advertising banners take a Customer direct to the join or login section of the Website, without providing terms and conditions of the offer; significant information may only be available 'below the fold' on a Web page or email and a Customer may only be aware that terms and conditions apply if they actively scroll to the end of a Webpage or similar. The above requirements are applicable to all forms of marketing communication, including social media and other forms of advertising such as newspapers. We reserve the right to terminate the Agreement immediately with no notice if, in Our reasonable opinion, You have breached the gambling advertising rules as defined by Committees of Advertising Practice (CAP and BCAP) and upheld by the Advertising Standards Authority.

6. PAYMENTS

6.1 You will receive affiliate payments to Your PARTNER account:

a. The minimum sum for a monthly affiliate payment is €500. If a Revenue Share does not exceed €500, PARTNER shall be entitled to withhold and carry forward such sum until the end of the first calendar month in which the Revenue Share (including such carried forward sum) exceeds €500, at which

time payment shall be made. For the avoidance of doubt, You will only receive a payout when there is a positive balance, and it is greater than €500 in any given month.

b. If an Affiliate's Revenue Share for a particular calendar month is negative, such negative amounts will not be forward to the subsequent month(s).

c. PARTNER shall provide You with statements accessible through Your personal affiliate page, Website detailing the Referred Customers and Your share of Net Generated Revenues.

d. High roller Policy If in any given month a Referred Player referred by a You generates a negative Net Revenue of at least €7,000, this Referred Players will be deemed to be a *“High-Roller”*. If the aggregate commissionable Net Revenue in that given month for You is negative: The negative net revenue generated by the High-Roller will be carried forward and offset against future net revenue generated by that High-Roller; The negative balance carried forward cannot be set-off against other Referred Players' net revenue. The negative balance of a High-Roller will be reduced by future positive net revenue that they generate in subsequent months. A negative balance will not be increased by future negative Net Revenue unless the High-Roller meets the above-mentioned qualifying criteria in subsequent months. You will be able to view all adjustments in order to track the High-Roller's net breakeven point. Adjustments will be made at the end of each calendar month based on the cumulative revenue for the month.

6.2 WE RESERVES THE RIGHT TO WITHHOLD AFFILIATE PAYMENTS AND/OR SUSPEND OR CLOSE ACCOUNTS WHERE REFERRED CUSTOMERS ARE FOUND TO BE ABUSING ANY WEBSITE PROMOTIONS, WHETHER DONE WITH, OR WITHOUT YOUR

KNOWLEDGE REGARDLESS OF WHETHER THE CONCLUDED DEAL HAS A TEST PERIOD OR NOT.

6.3. No payments will be made to the Affiliate unless all payment details are completed in the Affiliate's Account with the Company (e.g., for wire transfers - beneficiary name, beneficiary address, account number, bank name, bank address, and SWIFT; for cryptocurrency payments - wallet address and any other relevant information). The Affiliate will be solely responsible for the accuracy, completeness, and relevance of its contact and payment details in the Affiliate's Account with the Company. The Company will not be liable for delay or non-receipt of the payment in case the Affiliate provides the Company with incorrect or incomplete payment details, and the Company will not reimburse the Affiliate for these payments. The Affiliate will be liable for all expenses caused by incorrect or incomplete payment details, including, but not limited to, returned payments, correction of payment details, payment rerouting, and payment investigations.

7. INTELLECTUAL PROPERTY

7.1 The PARTNER provides You with a non-exclusive, global license to showcase the PARTNER brand attributes and associated content ("*PARTNER Content*") for the duration of this Agreement. This is strictly for displaying the Links on Your Website as outlined in this Agreement and in line with any guidelines the PARTNER might share periodically. All intellectual property rights, including any goodwill generated from the Links, betting products, related systems, and software linked to the services the PARTNER offers its clients, remain under the ownership of the PARTNER. You're prohibited from altering the PARTNER Content in any manner without the direct, written permission from the PARTNER.

7.2 It's essential that Your Website does not mirror the appearance or ambiance of the PARTNER's site. Furthermore, Your Website shouldn't give the impression that it's an extension or segment of the PARTNER's site.

8. WARRANTIES

8.1 Each party to this Agreement represents and warrants to the other that it has, and will retain throughout the Term all right, title and authority to enter into this Agreement, to grant to the other party the rights and licenses granted in this Agreement and to perform all of its obligations under this Agreement. You warrant that You have obtained and will maintain in force all necessary registrations, authorizations, consents and licenses to enable You to fulfill Your obligations under this Agreement.

9. TERM & TERMINATION

9.1 This Agreement shall start on the date that We notify You that Your application has been successful in accordance with Clause 1. This Agreement shall continue thereafter unless and until terminated by either party upon 24 hours written notice.

9.2 If You are in material breach of Your obligations within this agreement, PARTNER may bring the term to an end with immediate effect; and cease to cover You any further Revenue Share on You Referred Customers, by written notice to You.

9.3 To prevent termination of Agreement and retain active status, all affiliates are obligated to regularly liaise with the PARTNER and manage outstanding payments. An affiliate will be deemed "*temporarily inactive*" if they have not requested payments owed to them for a consecutive 12-month period:

- Those designated as temporarily inactive will receive a 7-days advance notification at their registered email address.
- If no action is taken subsequent to this notice, a monthly administrative fee of 3% of the total outstanding sum will be levied.

9.4 Permanent Inactivity and Agreement Termination:

- If an affiliate neglects to manage their payments for a consecutive 18-month span, they will be classified as "*permanently inactive*".
- Any balances owed to a permanently inactive affiliate may be subject to forfeiture by the Company. The Company will have no further obligation or liability to return or reimburse said funds.

10. CONFIDENTIAL INFORMATION

10.1. You agree that the Confidential Information belongs to Our Company, is our property alone, and represents important trade secrets. You agree to take the utmost precautions to protect the Confidential Information and stop its unauthorized disclosure for the duration of this Agreement and for a further three years. Unauthorized use or disclosure could cause the party disclosing irreversible harm. You shall not utilize, reproduce, or disclose any portion of the Confidential Information, except as necessary to fulfill Your obligations under this Agreement or as expressly authorized in writing by Us.

10.2. Upon termination of this Agreement or at Our request, You shall immediately return to Us all materials, in any medium, which contain, embody, reflect, or reference all or any part of any Confidential Information. All documentation, drawings, sketches, models, samples, tools, technical specifications, and other materials shall be returned to Us.

10.3. You are prohibited from making any public announcements, issuing press releases, or engaging in similar communications with the public concerning Your participation in the Affiliate Program without Our prior written consent. The content of such communications must also be approved by Us

before any release. Your obligations under this confidentiality Clause shall survive the termination of this Agreement for a period of three years. Any breach of this confidentiality Clause may result in irreparable harm to Us for which damages might not be an adequate remedy, and, therefore, in addition to its rights and remedies otherwise available at law, We shall be entitled to seek equitable relief, including both a preliminary and permanent injunction, if such a breach occurs or is imminent.

11. YOUR PERSONAL DATA

11.1 We must abide by legal regulations regarding data protection in the manner that we use any personal information that we may have obtained about you. As a result, We take Our responsibilities regarding the use of Your personal information very seriously. Please review Our Privacy Policy to find out how We Use Your personal information.

12. GENERAL PROVISIONS

12.1 This Agreement constitutes the entire Agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement. Nothing in this Clause shall operate to limit or exclude any liability for fraud. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

12.2 Any notice given or made under this Agreement to PARTNER shall be by email to the relevant email tspiridonovski@coolaffs.com. PARTNER shall send You any notices given or made under this Agreement to the email address

supplied on Your application form or such other email address as notified by You to PARTNER.

12.3 Nothing in this Agreement is intended to create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

12.4 Neither party shall make any announcement relating to this Agreement nor its subject matter without the prior written approval of the other party except as required by law or by any legal or regulatory authority.

12.5 The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the law of Republic of Cyprus. Each party irrevocably submits to the exclusive jurisdiction of Cyprus courts over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability.

12.6 In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English Language version shall prevail.

13.MISCELLANEOUS

13.1. Indemnity. You are solely responsible for any marketing initiatives You and/or any of Your Sub-Affiliate's conduct, including, without limitation, compliance of such initiatives with the applicable legal requirements. You (the "*Indemnifying Party*") shall indemnify on demand and hold harmless PARTNER and each of PARTNER 's associates, officers, directors, employees, agents, shareholders and partners (the "*Indemnified Party*") from

and against any and all losses, demands, claims, damages, costs, expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by the Indemnified Party in consequence of any breach, nonperformance or non-observance by You and/or any of Your Sub-Affiliates of any of the obligations or warranties on the part of the Indemnifying Party contained in this Agreement or of any applicable laws or regulations.

13.2. Exclusion of liability. Nothing in this Clause shall limit PARTNER 's liability for death or personal injury resulting from PARTNER 's negligence or for fraud.

13.2.1. PARTNER shall not be liable, in contract, tort (including without limitation negligence) or in any other way for: loss of revenues, profits, contracts, business or anticipated savings; or any loss of goodwill or reputation; or any indirect or consequential losses in any case, whether or not such losses Were within the contemplation of the parties at the date of this Agreement, or any other matter under this Agreement.

13.2.2. The liability of PARTNER shall not, in any event, exceed the sum of the total monies paid by PARTNER to You over the 6-month period preceding the date on which such liability accrued.

13.3. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform its obligations under the Affiliate Agreement if such delay or failure arises from a Cause beyond its reasonable control, including but not limited to labour disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes or other casualty. If such event occurs, the non performing Party is excused from whatever performance is prevented by the event to the extent prevented

provided that if the force majeure event subsists for a period exceeding thirty (30) days then either Party may terminate the Affiliate Agreement with immediate effect by providing a written notice.

13.4. DISCLAIMER: WE MAKE NO REPRESENTATION THAT THE OPERATION OF THE PARTNER WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS

14.MODIFICATIONS TO THE PRESENT TERMS AND CONDITIONS

14.1. We make no representation that the operation of the PARTNER Website will be uninterrupted or error-free and We will not be liable for the consequences of any interruptions or errors.