

TWINSBET AFFILIATE TERMS & CONDITIONS

VERSION 1. EFFECTIVE FROM 10.06.2024

The Terms and Conditions set out the terms of the Affiliate Agreement between you (“you” or “Affiliate”) and www.twinsbetpartners.com operated by Halon Partners (“Company”, “us” or “we”) in relation to our Affiliate Program.

By registering for the Affiliate Program, and by accessing and using any of our marketing tools or accepting any reward, bonus or commission, whether contained in the Affiliate Agreement or elsewhere as a part of our Affiliate Program, you will be deemed to have read, understood and agreed to the Affiliate Agreement.

We may periodically make modifications to this Affiliate Agreement. All such revisions, upon being posted on this website shall take effect immediately. While we will do our best to notify you of such changes, we recommend that you revisit this page regularly. Your continued use of the Affiliate Program will constitute your consent to the updated Affiliate Agreement.

1.DEFINITIONS

1.1 “Affiliate” means you, the person or entity, who applies to participate in the Affiliate Program.

1.2 “Affiliate Account” means the account of the Affiliate set up after an Affiliate Application is made by the Affiliate to take part in the Affiliate Program and approved by Company.

1.3 “Affiliate Agreement” means (i) all the Terms and Conditions set out in this document, (ii) the terms and conditions of the Commission Structures applicable to the different products and brands, and (iii) any other rules or guidelines of the Company and/or Websites made known to the Affiliate from time to time.

1.4 “Affiliate Application” means the application made by the Affiliate to participate in the Affiliate Program.

1.5 “Affiliate Links” means internet hyperlinks used by the Affiliate to link from the Affiliate Website(s) or any other any third party website to the Websites.

1.6 “Affiliate Program” means collaboration between the Company and the Affiliate whereby the Affiliate promotes the Company’s websites and creates Affiliate Links from the Affiliate Website(s) to Company’s websites. For such services the Affiliate is paid a commission depending on the generated traffic to the Company’s websites, subject to terms within this Affiliate Agreement and to the applicable product-specific Commission Structure.

1.7 “Affiliate Wallet” means an online wallet in the name of the Affiliate into which Company pays the commission and any other payments due to the Affiliate, which the Affiliate can withdraw in accordance with the Affiliate Agreement;

1.8 “Affiliate Website” means any website which is maintained, operated or otherwise controlled by the Affiliate and approved by us for participation in the Affiliate Program.

1.9 “Company” shall mean the company operating the Affiliate Program as identified at the top of these terms and conditions, and any other company within our group, including our parent companies, their parent companies and all of the subsidiaries of these respective companies.

1.10 “Commission” means the percentage of the Net Gaming Revenue, or, where applicable, a fixed amount for a New Customer (CPA structure) as set out in the Commission Structures.

1.11 “Commission Structures” means the commission structure published in your Affiliate Account from time to time or any specific reward structures expressly agreed between Company and the Affiliate.

1.12 “Confidential Information” means any information of commercial or essential value relating to Company such as, but not limited to, financial reports, trade secrets, know-how, prices and custom quotes, business information, products, strategies, databases, technology, information about New Customers, other customers and users of the Websites, marketing plans and manners of operation.

1.13 “Intellectual Property Rights” means any copyrights, trademarks, service marks, domain names, brands, business names, patents and registrations of the aforesaid and/or any other similar rights existing anywhere in the world.

1.14 “Net Gaming Revenue” or “NGR” means all monies received by Company from New Customers as placed bets, less (a) winnings returned to New Customers, (b) issued bonuses, free bets, free spins provided as a promotional or marketing activity, (c) void or returned stakes, (d) net balance corrections, (e) any third party royalty or jackpot contributions which the Websites must pay in respect of any New Customers or any of our suppliers (f) administration fees, (g) fraud costs and chargebacks. For the avoidance of doubt, all Net Gaming Revenue amounts mentioned above are only related to New Customers referred to the Websites by the Affiliate Website(s).

1.15 “New Customer” means a unique, new, first-time customer of the Company who enters a Website through the Affiliate Link and who validly registers (to include the provision of a valid email address and such other information as the Website may require) and opens an account with a Website and where such customer complies with the terms and conditions of the Website, deposits funds into their account amounting to at least the applicable minimum deposit within 3 months of registering their account and places a bet with the Website. For the avoidance of doubt, the definition of “New Customer” shall exclude (i) any end user that is at that time an existing or previous customer of any of the Websites; and (ii) any end user that either fails to deposit funds into their account within 3 months of registration or having become a New Customer, fails to place a bet or wager in any 180-day period, has their account suspended or closed by us, or initiates a self-exclusion period.

1.16 “Parties” means Company and the Affiliate (each a “Party”).

1.17 “Personal Data” means any information relating to any person, whether individual or legal that is or may be identified, directly or indirectly.

1.18 “Websites” means the website www.twinsbet.lt or other such websites (including mirror websites) as may be added or substituted to this Affiliate Program from time to time, operated by GTS Interactive LTD.

2. AFFILIATE OBLIGATIONS

2.1 Registering as Affiliate

To become a member of our Affiliate Program you must accept these Terms and Conditions by ticking the respective box while submitting the Affiliate Application. The Affiliate Application will form an integral part of the Affiliate Agreement.

We will, at our sole discretion, determine whether or not to accept an Affiliate Application and our decision is final and not subject to any right of appeal. We will notify you by email as to whether or not your Affiliate Application has been successful.

You will provide any documentation required by Company to verify the Affiliate Application and to verify the Affiliate Account information at any time during the term of the Affiliate Agreement. This documentation may include but is not limited to: bank statements, individual or corporate identity papers and proof of address.

You may not apply to or participate in our Affiliate Program if you are not of legal age to form a binding contract with us, or are otherwise precluded from participating in our Affiliate Program under the laws of the country in which you are resident.

It is your sole obligation to ensure that any information you provide us with when registering with the Affiliate Program is correct and that such information is kept up-to-date at all times.

2.2 Affiliate login details

It is your sole obligation and responsibility to ensure that login details for your Affiliate Account are kept confidential and secure at all times.

Any use of your Affiliate Account shall be your sole responsibility, and you remain solely responsible and liable for all such activity occurring under your Affiliate Account user ID and password (whether such activity was undertaken by you or not). It is your obligation to inform us immediately if you suspect illegal or unauthorised use of your Affiliate Account.

2.3 Affiliate Program participation

The Affiliate Program is intended for your direct participation. Opening an Affiliate Account for a third party, brokering or transferring an Affiliate Account is not permitted. Affiliates wishing to transfer an account to another beneficial owner must contact us and request permission. Besides, you shall not open more than one Affiliate Account without our prior written consent.

By agreeing to participate in the Affiliate Program, you agree to use your best efforts at all times to actively advertise, market and promote the Websites in accordance with the Affiliate Agreement and Company’s instructions from time to time. You will ensure that all activities taken by you under or in relation to the Affiliate Agreement are and will be in Company’s best interest and will in no way harm the Company’s reputation or goodwill.

You may link to the Websites using the Affiliate Links or other such materials as we may from time to time approve. This is the only method by which you may advertise on our behalf.

You shall at all times comply with our reasonable instructions in relation to the Affiliate Agreement. Upon our request, you shall immediately remove any marketing activity promoting the Websites from the Affiliate Website(s) or on other advertising channels within your control.

2.4 Affiliate Website

You will be solely responsible for the development, operation and maintenance of the Affiliate Website and for all materials that appear on the Affiliate Website. You shall at all times ensure that the Affiliate Website is compliant with all applicable laws, including General Data Protection Regulation (GDPR), and functions as a professional website.

You will not present the Affiliate Website in such a way so that it may cause confusion with the Websites, or so that it may give the impression that it is owned or operated by Company.

You shall ensure that the Affiliate Website does not contain any defamatory, libellous, discriminatory or otherwise unsuitable content (see 2.6 below).

If you are materially changing design or layout or adding material to the Affiliate Website that you should know, acting reasonably, may influence our opinion as to whether or not you are a suitable affiliate, you must inform us immediately.

2.5 Valid traffic and good faith

You will not generate traffic to the Websites by yourself registering as a New Customer whether directly or indirectly (for example by using associates, employees, agents, contractors, family members or other third parties). Such behaviour shall be deemed as fraud.

You will also not attempt to benefit from traffic which has not been generated in good faith. If you have any reasonable suspicion that any New Customer referred by you is in any way associated to bonus abuse, money laundering, fraud, or other abuse of remote gaming websites, you shall immediately notify us of this.

You hereby recognise that any New Customer found or suspected to be a bonus abuser, money launderer or fraudster or who assists in any form of affiliate fraud (whether notified by you or later discovered by us) does not count as a valid New Customer under the Affiliate Agreement, and thereby no Commission shall be payable in relation to such New Customers.

2.6 Unsuitable websites

You will not use any Affiliate Links or otherwise place any digital advertisements whatsoever featuring our Intellectual Property on any unsuitable websites (whether the Affiliate Website, a site owned by a third party or otherwise).

Unsuitable websites include, but are not limited to, those that: • are aimed at children; • infringe trademark rights of the Company or any third parties, or otherwise violates the rights of any third party; • contain sexually explicit materials; • contain hate/violent/obscene/offensive content; • promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; • promote illegal activities; • violate any applicable laws in any territory where such Affiliate Links or digital advertisements may be featured, including those targeting spyware, adware or spam; • violate any relevant advertising regulations or codes of practice in any territory where such Affiliate Links or digital advertisements may be featured; • violate any Intellectual Property Rights, including, without limitation, scraping text or images from any Websites; and/or • otherwise are considered by us to be offensive or inappropriate.

2.7 Affiliate Links

The Affiliate Links shall be displayed at least as prominently as any other sales link on the Affiliate Website.

You will only use the most up-to-date Affiliate Links provided by Company within the scope of the Affiliate Program. Masking your Affiliate Links (for example hiding the source of the traffic sent to Company's Websites) is also prohibited.

2.8 Email and SMS marketing

If sending any emails or SMS communications to individuals which (i) include any of the Websites' or the Company's Intellectual Property Rights; or (ii) otherwise intend to promote the Websites, you must first obtain our permission to send such emails.

If such permission is granted by the Company, you must then ensure you have each and every recipient's explicit consent to receive marketing communications in the form of communication to be sent (i.e. by SMS or email) and that such individuals have not opted out of receiving such communication. You must also make it clear to the recipient that all marketing communications are sent from you and are not from our Company. You are responsible for complying with all applicable data protection and data privacy laws.

2.9 Use of Company Intellectual Property Rights

Any use of Company's Intellectual Property Rights must be in accordance with these terms and Conditions and any brand guidelines issued to you from time to time and are always subject to the approval required in clause below.

You shall not register domain names, as well as search terms or other identifiers for use in any search engine, portal, app store, sponsored advertising service or other referral service which are identical to any of the Company's trademarks or otherwise include the Company trademarks.

2.10 Approved creative

You shall not use any advertising layout or creative (including banners, images, logos) incorporating our Intellectual Property Rights unless the advertising layout or creative was provided to you by the Company or (if advertising layouts are created by you) without the advance written approval of Company. You will not modify the appearance of any advertising that has been provided to you or for which approval was granted.

It is your responsibility to seek approval from Company in time for launch of any advertising campaign or creative, to ensure you have written approval from the Company in relation to advertising, and to be able to evidence such approval upon request.

2.11 Loyalty Programs

You will not offer any cash-back / value-back or similar programs, other than such programs as are offered on the Websites.

2.12 Responsible Gaming

The Company has ongoing commitment to responsible gaming and prevention of gambling addiction. You agree to actively cooperate with the Company to convey a responsible gaming message. Specifically, you shall not use any material or in any way target persons directly or indirectly who are under 18 or (if lower) the legal gambling age in their jurisdiction.

2.13 Illegal activity

You will not target any territory or jurisdictions where gambling and/or the promotion of gambling is illegal. You will act within the relevant and / or applicable laws and relevant advertising codes of practice at all times and you shall not perform any act which is illegal in relation to the Affiliate Program or otherwise.

2.14 Data Protection and Cookies

You shall at all times comply with the General Data Protection Regulation (GDPR) and any existing or new data protection acts, regulations or law applicable to your territory. This includes all applicable legislation and/or regulations relating to the use of 'cookies'.

2.15 Cost and expense

You shall be solely responsible for all risk, costs and expenses incurred by you in meeting your obligations under the Affiliate Agreement.

2.16 Company monitoring of Affiliate activity

You will immediately give Company all such assistance as is required and provide us with all such information as is requested by Company to monitor your activity under the Affiliate Program.

2.17 Commissions paid incorrectly

The Affiliate agrees to immediately upon request by Company, return all Commissions received based on New Customers referred to Company in breach of the Affiliate Agreement or relating to fraudulent or falsified transactions.

2.18 Communications

You agree to make it clear in any communication by you to potential New Customers that the communication is made without the knowledge or involvement of us and that any complaint that the recipient may wish to make should be addressed to you and not the Company.

2.19 Restrictions

Throughout the term of the Affiliate Agreement, you shall not: • offer any special benefits or other incentives (including for example any payment) to any person for using the Affiliate Links to access the Websites; • read, intercept, copy, record, redirect, interpret, or otherwise interfere with, or fill in the contents of, any electronic form or other materials submitted to us by any third party; • modify any of the Affiliate Links other than in accordance with this Affiliate Agreement; • engage in transactions of any kind on the Websites on behalf of any third party; • authorise, assist, or encourage any other person to engage in transactions of any kind on the Websites other than in accordance with the Affiliate Agreement; • take any action that could cause any third party (end users or otherwise) confusion as to our relationship with you, or as to the site on which any functions or transactions are occurring; • artificially increase (or attempt to so do) monies payable to you by the Company; • attempt to intercept, redirect or otherwise interfere with (including, without limitation, via user-installed software) traffic from or on any website that participates in the Affiliate Program; • solicit non-member affiliates (termed “sub-affiliates”) to distribute offers and claim commission on such activities. You are prohibited from starting a sub-affiliate network using the Company’s offers and media assets without our express written consent in advance; or • purchase, bid for, register or otherwise acquire keywords, adwords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service which are identical or similar to any of the Company’s or the Websites’ Intellectual Property Rights.

3. AFFILIATE RIGHTS

3.1. Right to direct New Customers

Subject to a successful application, we grant you the non-exclusive, non-assignable, revocable right, during the term of this Affiliate Agreement, to direct New Customers to such Websites as we have agreed with you in strict accordance with the terms of the Affiliate Agreement. You shall have no claim to Commission or other compensation on business secured by persons or entities other than you. This right will be terminated automatically upon the termination of this Agreement for any reason.

3.2. Licence to use Company Intellectual Property Rights

Subject to a successful application, we grant to you a non-exclusive, non-transferable, revocable licence, during the term of this Affiliate Agreement, to use the Company Intellectual Property Rights provided to you within the Affiliate Program and which we may from time to time approve, solely in connection with the display of the promotional materials on the Affiliate Website or in other such locations as may have been expressly approved (in writing) by Company. This licence cannot be sub-licensed, assigned or otherwise transferred by you. This licence will be terminated automatically upon the termination of this Affiliate Agreement for any reason.

You undertake to display any proprietary notice as we may require in relation to your use of the Company’s Intellectual Property Rights.

You undertake to provide all reasonable cooperation with us in protecting the Company’s Intellectual Property Rights against third party infringement or any other attack.

3.3. Players’ Personal Data

For the purpose of the services delivered under this Agreement, it is understood that the Affiliate shall not have access to any Personal Data of Company's customers.

4. COMPANY OBLIGATIONS

4.1. We shall use our reasonable efforts to provide you with all materials and information required for necessary implementation of the Affiliate Links.

4.2. At our sole discretion, we may register any New Customers directed to the Websites by you, in which case we will use our reasonable efforts to track their transactions. We will not be liable to you in any way if we are unable to identify a New Customer as originating from you. You should note in particular that if you do not comply with the requirement to obtain consent to tracking, or where an end user refuses to grant such consent, or where you fail to comply with any other applicable laws or regulations, including in relation to data privacy and security, we shall not be liable to you in any way in respect of the actions of that end user or New Customer.

We reserve the right to refuse New Customers (or to close their accounts) if necessary to comply with any requirements we may periodically establish.

4.3. We shall make available monitoring tools which enable you to monitor your Affiliate Account and the level of your Commission and the payment thereof.

4.4. We shall use and process the following personal data of an Affiliate or any Affiliate employee, as follows: your username for logging in, your email address, name, date of birth, your country and address, telephone number and financial data for the purposes of ensuring a high level of security, fulfilling the AML legal requirements and for managing our business relationship.

4.5. Subject to your strict adherence to the Affiliate Agreement, we shall pay you the Commission in accordance with Clause 6.

5. COMPANY RIGHTS AND REMEDIES

In the case of your breach (or, where relevant, suspected breach) of the Affiliate Agreement or your negligence in performance under the Affiliate Program, or failure to meet your obligations hereunder, the Company shall have the following remedies available:

a) the right to suspend your participation in the Affiliate Program for the period required to investigate any activities that may be in breach of the Affiliate Agreement. During such period of suspension payment of Commissions will also be suspended;

b) the right to withhold any Commission or any other payment to the Affiliate arising from or relating to any specific campaign, traffic, content or activity conducted or created by the Affiliate which is in breach of the Affiliate's obligations under the Affiliate Agreement;

c) the right to withhold from the Commission monies which Company deems reasonable to cover any indemnity given by the Affiliate hereunder or to cover any liability of Company which arises as a result of the Affiliate's breach of the Affiliate Agreement;

d) immediately terminate the Affiliate Agreement; and/or

e) the right to withhold monies held in the Affiliate Wallet if they are not withdrawn within a period of 3 (three) months from the date of the termination of the Affiliate Agreement in accordance with clause 9.1.

Our rights and remedies detailed above shall not be mutually exclusive.

6. COMMISSION AND PAYMENT

6.1. Subject to your adherence to the provisions of the Affiliate Agreement, you will earn Commission in accordance with the Commission Structure. We retain the right to change the Commission percentage and method of calculation of Commission in accordance with this clause. For the avoidance of doubt, you shall not be entitled to any Commission in respect of revenues generated by New Customers following the termination of the Affiliate Agreement.

6.2 The Commission is calculated at the end of each month and payments shall be made on a monthly basis in arrears, not later than the 10th of the following calendar month.

6.3. Payment of Commission will be made in Euros or other currency notified to you by the Company from time to time, through our Affiliate Wallet, which is operated by Digital Dynamo LTD Due to existing regulations, Affiliates may be required for verification and “know your customer” documentation before a withdrawal can be accessed. You shall comply will all requests for documentation and other verification.

6.4. A minimum amount of €100 (one hundred Euro) may be withdrawn from the Affiliate Wallet at one time.

6.5. If an error is made in the calculation of the Commission, the Company has the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.

6.6. The Affiliate may, at the Company’s sole discretion, be provided with the opportunity to restructure its commission structure.

6.7. The Affiliate’s acceptance of a Commission payment shall constitute the full and final settlement of the balance due for the relevant period. In case the Affiliate disagrees with the balance due as reported, he or she shall notify the Company within fourteen (14) calendar days and clearly state reasons of the disagreement. Failure to notify the Company within this time limit shall be considered as an irrevocable acknowledgment of the balance due for the relevant period.

6.8. The Commission shall be deemed to be exclusive of value added tax or any other applicable tax. The Affiliate shall have the sole responsibility to pay any and all taxes, levies, charges and any other money payable or due to any tax authority, department or other competent entity as a result of the compensation generated under the Affiliate Agreement.

6.9 The Company has the right to reduce the level of Commission, or to terminate the Affiliate Agreement and remove you from the Affiliate Program, if you do not deliver at least

one New Customer in a given calendar month. We will notify you by email where such a reduction or termination will occur. Affiliate Accounts that are inactive for a longer period (e.g. where you have failed to deliver at least one New Customer in the last six months) may also incur an administrative fee but no such administrative fee will be deducted from your Affiliate Account prior to our having made reasonable efforts to contact you via the contact details last provided by you to the Company. The administrative fee will be applied against the payments (including future payments) that would otherwise be payable to you. If you have any queries regarding inactive accounts, please contact us for further information.

6.10 If Commission is unclaimed for a period of six (6) months, we shall make reasonable efforts to contact you via the contact details last provided by you to us. If we are unable to reach you and the amounts still remain unclaimed, we may close or suspend your Affiliate Account without further notice and you shall be deemed to have forfeited any entitlement to payment.

6.11 You acknowledge and agree that the payment of Commission is dependent on the Company receiving the funds from the Websites. The Company shall not be liable to pay Commission where it has not received these funds.

7. STANDARD COMMISSION STRUCTURES

Our standard Commission structure is as follows for FTD (First Time Depositor):

- FTD 0 = 25% from NGR.
- FTD 1-10 = 35% from NGR.
- FTD 11-30 = 45% from NGR.
- FTD 31+ = 50% from NGR.

No Negative Carryover.

8. CONFIDENTIAL INFORMATION

During the term of the Affiliate Agreement, you may from time to time be entrusted with confidential information relating to our business, operations, or underlying technology and/or the Affiliate Program (including, for example, the Commissions earned by you under the Affiliate Program).

You agree to avoid disclosure or unauthorised use of any such confidential information to third persons or outside parties unless you have our prior written consent. You also agree that you shall use the confidential information only for the purposes of the Affiliate Agreement. Your obligations in regard to this clause survive the termination of this Agreement.

In addition, you must not issue any press release or similar communication to the public with respect to your participation in the Affiliate Program without the prior written consent of the Company (with approval of the exact content to also be approved by Company).

9. TERM AND TERMINATION

9.1. Term

The term of the Affiliate Agreement will begin when you are approved as an Affiliate and will be continuous unless and until either Party notifies the other in writing that it wishes to

terminate the Agreement. In this case the Agreement will be terminated 30 days after such notice is given. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification.

The Company may also terminate (in accordance with Clause 5 above) upon immediate notice at any time for the Affiliate's failure to comply with its obligations under the Agreement or otherwise for the Affiliate's negligence. The Company further reserves the right to immediately suspend or terminate any Affiliate Account where it believes such account to be involved in fraud, money-laundering and/or any other form of illegal or suspicious activities, to withhold any amounts due on the account, and to report such details as it reasonably considers are necessary to relevant authorities.

9.2. Affiliate actions upon termination Upon termination you must immediately remove all of Company banners or creatives from the Affiliate Website and disable all Affiliate Links from the Affiliate Website to all Websites.

All rights and licenses given to you in the Affiliate Agreement shall immediately terminate.

You will return to Company any confidential information and all copies of it in your possession and control, and will cease all uses of all Company Intellectual Property Rights.

9.3. Commission

Upon termination of the Affiliate Agreement for any reason, all Commission relating to any New Customers directed to Company during the term shall no longer be payable to the Affiliate as from the date of termination.

10. MISCELLANEOUS

10.1. Disclaimer

We make no express or implied warranties or representations with respect to the Affiliate Program, about Company or the Commission payment arrangements (including, without limitation, functionality, warranties of fitness, merchantability, legality or non-infringement). In addition, we make no representation that the operation of our sites will be uninterrupted or error-free and will not be liable for the consequences if there are any. In the event of a discrepancy between the reports offered in the Affiliate Account system and the Company database, the database shall be deemed accurate.

10.2. Indemnity and Limitation of Liability

You shall indemnify and hold Company, our directors, employees and representatives harmless from and against any and all liabilities, losses, damages and costs, including legal fees, resulting from or in any way connected with (a) any breach by you of any provision of the Affiliate Agreement, (b) the performance of your duties and obligations under the Affiliate Agreement, (c) your negligence or (d) any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorised use of our creatives and links or this Affiliate Program.

To the maximum extent permitted by law, and except in the case of fraud, the extent of our liability to you (in contract, tort or otherwise) is limited to the payment of Commission due to you (subject to the terms and conditions of this Affiliate Agreement); and the Company shall

not be held liable for any direct or indirect, special, or consequential damages (or any loss of revenue, profits, or data), any loss of goodwill or reputation arising in connection with the Affiliate Agreement or the Affiliate Program, even if we have been advised of the possibility of such damages.

10.3. Non-Waiver

Our failure to enforce your strict performance of any provision of the Affiliate Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of the Affiliate Agreement.

10.4. Relationship of Parties

The Company and the Affiliate are independent contractors and nothing in the Affiliate Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this Affiliate Agreement.

10.5. 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) calendar days then either Party may terminate the Affiliate Agreement with immediate effect by providing a written notice.

10.6. Assignability

You may not assign the Affiliate Agreement, by operation of law or otherwise, without our prior written consent.

10.7. Severability

If any provision of the Affiliate Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of the Affiliate Agreement or any provision hereof.

10.8. English language

The Affiliate Agreement was first drafted in English. Should there be any conflict or discrepancy between the English language version and any other language, the English version shall prevail.

10.9. Modification of Terms & Conditions

We may modify any of the terms and conditions contained in the Affiliate Agreement or replace it at any time and in our sole discretion by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available Commissions and Affiliate Program rules.

If any modification is unacceptable to you, you need to terminate the Affiliate Agreement. Your continued participation in our Affiliate Program following our posting of a change notice or new agreement will constitute binding acceptance of the modification or of the new agreement.

#10.10 This Affiliate Agreement shall be governed by and construed in accordance with the laws of England and Wales and each party submits to the exclusive jurisdiction of the English Courts.