

**TOPS AFFILIATES
TERMS AND CONDITIONS**

This Affiliate Agreement (“**Agreement**”) contains the complete terms and conditions between, Tops Affiliates (“**Us**” or “**Our**” or “**We**”) and the individual or organization (the “**Affiliate**” or “**You**” or “**Your**”) participating in Tops Affiliates Program (the “**Program**”).

Please carefully read this Agreement in its entirety. By signing up to the Program You will be deemed to have agreed to join Our Program and to be bound by the terms and conditions set out in this Agreement, and this Agreement will become valid and binding as between You and Us.

A. Enrolment in the Affiliate Network

1. To become an affiliate with Us You must register as an affiliate by completing the online form. By registering as an affiliate, You are deemed to have agreed to be bound by all the terms and conditions set out in this Agreement. We will evaluate Your application in good faith and will notify You of Your acceptance or rejection in a timely manner.
2. We may reject Your application, or terminate this Agreement, if Your affiliate website is deemed unsuitable. Unsuitable affiliate websites may include those that: promote sexually explicit materials, are targeted towards children or minors, promote violence, promote discrimination based on religion, race, nationality, sex, creed, disability, sexual orientation, promote illegal activities, violate intellectual property rights, or infringe trademark rights of Ours or any third party (this includes stolen content, design that may violate the rights of any third party).
3. By submitting an application to be registered as an affiliate, You:
 - Warrant that You are over the age required by law in Your jurisdiction for entering into a legally binding contract and that You are not aware of any lawful impediment precluding You from entering into this Agreement;
 - Warrant that the information with which You provide Us upon registration is complete, current, valid and honest;
 - Warrant that, in the event that You are registering a juristic or corporate entity as an affiliate, You have the full right, power and authority to enter into this Agreement on behalf of such entity;
 - Agree to these terms and conditions by clicking the “Submit” button on our registration form.

B. Registration Form

1. On submitting Your application, You will provide Us with the main domain(s) You intend to use for marketing the Program (“**Proposed Domain Names**”) and upon request by Us, provide information on all other **affiliate websites**. Failure to advise of a domain that You have used or will use may be a cause to terminate your affiliate account.

2. We reserve the right to request any relevant documentation from You in evaluating Your application for any reason, including (but not limited to) verifying Your identity, registration details (such as company name and address).
3. We shall compare application information with domain name registration information where need be.
4. Affiliates shall not attempt to open more than one affiliate account without prior written consent from Us.
5. It is Your responsibility to keep Your affiliate login and password secure. We are not responsible for any losses that may arise from anyone accessing Your account.

C. Setting up links and promotions

1. If You are accepted into the Program, We will make available to You banner advertisements, button links, text links and other content as determined by Us which will be associated with You on Our system, all of which shall relate and link specifically to the affiliate websites (collectively referred to hereinafter as the “**Links**”). You may display such Links on Your affiliate websites provided that You: (i) only do so in accordance with the terms of this Agreement; and (ii) possess the legal right to use the affiliate websites.
2. In the event You desire to offer certain incentives to potential referred players, You are required to receive Our prior written approval for such incentives prior to Your commencement of such activity. And in the event You do not receive such approval and offer such incentives, You shall not be permitted to receive any commissions generated on account of referred players who have become such in connection with the unapproved incentives.
3. In using the Links, You agree that You will cooperate fully with Us in order to establish and maintain such Links.
4. You may not modify a Link, unless You have received prior written consent from Us to do so. If We determine that Your use of any Link is not in compliance with the terms of this Agreement, it may take measures as to render such Links inoperative. You may not advertise the affiliate websites in any way not approved in advance by Us in writing.
5. You are not authorized to use any software such as spiders, algorithms or bots to crawl, page-scrape or access any of Our brands, websites or affiliate program websites.
6. You may not advertise Our websites in any other way including, without limitation, the use of spam e-mails.
7. As an affiliate, You will be responsible for promoting the Our brand(s) (as the same may be from time to time) by implementing the advertising banners and special tracking URL’s (provided by Us and identifying all traffic generated by You as having been directed to Us by You) on Your affiliate websites, in Your e-mails and in other communication.

8. Only properly tagged referred players can be assigned to an affiliate. Should Your tag be improperly inserted into marketing material, whether Your affiliate websites or otherwise, or not properly received by the Our servers, the resulting player registration and purchases will not be assigned to You.
9. You must ensure that any materials such as banners on Your affiliated website(s) are not violating copyright or intellectual property.
10. We are not responsible for loss or injury caused by negligent use of Our creatives or Our Links, whether they are dated or outdated.
11. We will not be liable for interruptions or errors caused by Our websites and systems.

D. Leads and Money Players

1. We assume ownership of potential players at the point of first official contact with the visitor referred by You.
2. You act as a referring agent for Us in this regard. We reserve the right to refuse players (or to close their accounts) if necessary to comply with any requirements that may periodically be established.

3. A **“Lead”** is a distinct internet user who, during the term of this Agreement: (i) accesses one of the affiliate websites within the Program directly through a Link which is published by You on your affiliate website(s) or otherwise distributed by You in accordance with this Agreement; and (ii) then registers a new user account with that affiliate website; and (iii) deposits to that account an amount at least equal to the minimum deposit limit required for the affiliate website. For the avoidance of doubt, an internet user shall not qualify as a Lead for an affiliate website if that user has previously registered an account with that affiliate website.

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4. A **“Money Player”** is an internet user that qualifies as a Lead, and in addition: (i) in respect of CPA trackers and where there is a CPA component in a hybrid tracker: meets any other qualification criteria based on gaming activity/minimum deposit requirements which We may apply from time to time; or (ii) in respect of revenue share trackers, makes a real money bet on any of the affiliate websites.

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5. Neither You nor any of Your relatives (or where the person entering into this Agreement is a legal entity, neither the directors, officers nor employees of such legal entity or the relatives of such individuals) are eligible to become Leads or **Money Players**. Should You or any of Your relatives attempt to do so We may terminate this Agreement and retain all **Commissions** otherwise payable to You. For the purposes of this clause, the term **“relative”** shall mean any of the following: spouse, partner, parent, child or sibling. For the avoidance of any doubt, affiliates who share the same personal/company details, including but not limited to, last name, email address, IP address, website details, or commission payment details, as their referred customer will be deemed to have made a **“Self-Referral”**. Referral commission and any earnings associated with this type of Self-Referral will not be paid. We in Our sole discretion, will determine the classification of any referral as a Self-Referral. Please note that this Self-Referral also includes sub-affiliate self-referrals, meaning that no affiliate is permitted to sign-up through their own sub-affiliate tracking link for the purpose to earn revenue from their own affiliate account.

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Please note that: (i) We have a strict no “Self-Referral” policy, meaning that no affiliate is permitted to sign-up through their own affiliate tracking link for the purpose to earn revenue from their own player account; (ii) Our strict no “Self-Referral” policy, also includes sub-affiliate self-referrals. Meaning that no affiliate is permitted to sign-up through their own sub-affiliate tracking link for the purpose to earn revenue from their own affiliate account.

6. The number of Leads per individual household computer, tablet device and mobile device is strictly limited to one.
7. You acknowledge and accept that Our calculation of the number of Money Players and amount of gross revenue shall be the sole and authoritative measurement and shall not be open to review or appeal. We shall notify You of the number of Money Players and amount of gross revenue through Our websites. It should be noted that Our websites are intended for informational purposes only, on an “as-is” basis and is not to be relied upon for any other purpose, including calculation of commissions as it is provided on a dynamic basis. In case of discrepancy between the data provided through Our website(s) and Our records, Our records shall have priority.
8. To ensure accurate tracking, reporting and commission accrual, You are responsible for ensuring that the Links between Your affiliate websites and Our websites are properly formatted throughout the term of this Agreement.

E. Commissions

1. We will pay commissions as published on Our website, www.topsaffiliates.com. If the scheme that applies includes a revenue share component, You will receive the applicable share of **gross revenue** as such term is defined below.
2. We reserve the right to offer different commission structures and revenue models in respect of different affiliate partners. The revenue model can be changed from CPA or revenue share or vice-versa should We deem applicable.
3. We retain the right to review all commissions for possible fraud, whether such fraud is on the part of the Money Player, on the part of a **sub-affiliate**, or on your part. In any period of time during which We review commissions for possible fraud, such review period not to exceed **180 days**, We shall have the right to withhold any commission accrued in Your favor, such commissions not to be paid until such time as the review has been concluded. Any incidence of fraud on Your part constitutes a breach of this Agreement. In case of such breach, We retain the right to terminate this Agreement immediately and You shall not be entitled to receive any commissions which have accrued to Your benefit at such time in relation to same whether such commissions were generated through fraud or otherwise. We also retain the right to set-off from future commissions payable to You any amounts already received by You which can be shown to have been generated by fraud.
4. **Net Revenue** is defined as: total real bets minus total real wins, minus total wagered bonuses adding manual debit adjustment. Manual credit adjustment will be deducted.
5. In consideration of Your provision of the marketing services in accordance with the terms of this Agreement, We shall pay you the commission on a monthly basis, within approximately 30 days after

the end of each calendar month. Payments of commission shall be made directly to You as per your preferred payment method and to the account detailed by You as part of Your application process (the “**Payment Account**”). It is Your responsibility to ensure that the details provided by You are both accurate and complete and We will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that You provide Us with incorrect or incomplete details or You have failed to update Your details and as a result Your commission is paid to an incorrect Payment Account, We shall cease to be liable to You for any such commission.

6. We reserve the right to request that You provide Us with written documentation verifying all Your beneficiaries and Your Payment Account at any time, including upon registration and when You make any change to Your Payment Account. We are not obliged to make any payments until verification is completed to Our satisfaction. If We believe at Our sole discretion that You have failed to provide Us with such verification, We retain the right to terminate this Agreement immediately and You shall not be entitled to receive any commission which has accrued to Your benefit up until such time or thereafter.
7. Where commission is payable on a revenue share basis as set out above, **We will apply a negative balance carry-over policy (the “Policy”).** The Policy provides that: (i) in calculating the total commission amount owed to You in a calendar month, We shall calculate all commissions, both positive and negative, generated by Money Players via the affiliate websites; and (ii) if at the conclusion of a calendar month the commission generated by Money Players via the affiliate websites is a negative amount, We shall deduct such negative amount from the commission calculation for the subsequent calendar months until such time as the negative balance has been fully set-off against future positive commission amounts generated or any other payment payable to You by any entity in Our group. For the avoidance of any doubt, We will not bundle revenues (or negatives) between Our different brands. If You are negative in one brand, this will not affect any other brand at any time.

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Minimum Activity Qualification. Your revenue commission will decrease to a rate of 12.5% following 3 months of affiliate inactivity. Please note that in the event that You will not direct any qualifying players to any of Our website(s) for the period of 3 months and be considered as an inactive affiliate, this definition will apply to You from that moment on (even if You direct new qualifying players to any of Our website(s)).

8. If the commission to be paid to You in any calendar month is less than \$300.00 (the “**Minimum Amount**”), We shall not be obliged to make the payment to You and may postpone payment of this amount and combine this with a payment for subsequent month(s) until such time as the total commission is equal to or greater than the Minimum Amount. It is up to You to check the relevant Minimum Amounts per payment processing method, as well as the costs associated with them.
9. We reserve the right, at Our sole discretion, to immediately cease any or all marketing efforts in certain jurisdictions and You shall immediately cease marketing to persons in such jurisdictions. We will not be liable to pay You any commission which would have otherwise been payable to You under this Agreement in respect of such jurisdictions.

F. Referral Commission:

1. ~~If any affiliate refers a sub affiliate to the Program, that affiliate shall be entitled to a referral commission. Referral commission rates can be found on Our website www.affiliatesworld.com.~~

- ~~2. For a sub-affiliate referral to be valid, that sub-affiliate may not be directly or indirectly owned or controlled by that referring affiliate or by any member of the referring affiliate's immediate family.~~
- ~~3. We reserve a right to terminate and confiscate earnings generated by affiliates that generate CPAs fraudulently by referring family members, friends and fake accounts to benefit from CPA revenue model.~~
- ~~4. If the referred affiliate account becomes suspended or is in violation of any of the operating terms, earnings to the sub-affiliate account will cease.~~

G. Intellectual Property

1. You are not permitted to alter, modify or change Our logos, banners, creative material and/or any other of Our official marketing material (altogether the "**Licensed Materials**") in any way whatsoever.
2. You may not use any Licensed Materials for any purpose whatsoever other than promoting Our brand(s) and website(s), and in any event, You may not use the Licensed Materials without first submitting a sample of Your proposed use to Us and receive Our prior written consent to such use.
3. You are not permitted to use the Licensed Materials in any manner that is disparaging or that otherwise portrays Us or any third party negatively.

H. Affiliate Obligations

1. You will be solely responsible for the technical operation of Your affiliate website(s) and the accuracy and appropriateness of materials posted on Your affiliate website(s).

I. Disclaimers

1. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO OUR WEBSITE AND/OR THE PROGRAM (INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR WEBSITE(S) WILL BE UNINTERRUPTED OR ERROR-FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.
2. WE MAKE NO GUARANTEES REGARDING THE AMOUNT OF COMMISSIONS WHICH MAY BE GENERATED AS A RESULT OF YOUR PARTICIPATION IN THE PROGRAM.

J. Confidentiality and Personal Data

1. We may disclose confidential information of Ours to You as a result of Your participation to the Program as an affiliate. You may not disclose such confidential information to any other person. Notwithstanding the foregoing, You may disclose confidential information to the extent: (i) required by law; or (ii) the information has come into the public domain through no fault of Your own.
2. By registering to Our Program, You consent for Us to process Your personal data, always to the extent permitted by law. Such personal data may include but not be limited to Your e-mail addresses, IP

addresses, Your name and surname and the name of Your employees (if applicable) and Your transaction details.

