

# Terms & Conditions

These Terms and Conditions are valid from January 4, 2016.

This Affiliate Agreement (“Agreement”) contains the complete Terms and Conditions between Affiliate (“the Affiliate”) and FantasyBet (hereafter “FB”) for [fantasybet.com](http://fantasybet.com) (the brands); together (“the parties”).

## 1. General

1.1. The affiliate need to sign up with a user account before registering as an affiliate. This means signing up as a user at [www.fantasybet.com](http://www.fantasybet.com).

1.2. In completing the Affiliate Sign-up Form, and, subsequently marketing and referring new Members to brands of FB, affiliate agrees to be bound by all the Terms and Conditions set out in this Agreement.

1.3. The Affiliate must provide true and complete information to us at all times; including but not limited to, Affiliate’s contact information, payment instructions, nationality, residency, location and nature of Affiliate’s marketing activities, and any other information that FB may request.

1.4. On Affiliate’s acceptance of this Agreement by completing the Sign-up Form, FB will automatically become your counter-party to this Agreement.

## **2. Marketing Code and Rules ("the Code")**

2.1. Any marketing activities done by Affiliate for FB must be in accordance with this document and you acknowledge FB's right to terminate, change, modify and /or withdraw any type of marketing activity if in FB's reasonable opinion the marketing activity does not comply with the Code, any applicable law and/or the Terms and Conditions. If the situation is not rectified to FB's reasonable satisfaction within the given time period, FB shall be entitled to terminate this Agreement without further notice.

2.2. The Code shall not be seen or understood as an exhaustive set of rules; Affiliate is obliged to market the brand(s) in the light of any other set of rules, applicable laws and instructions applicable to the specific marketing situation.

2.3. Affiliate shall not publish, advertise and/or promote in any manner whatsoever, through any channel, medium and/or activities that: - encourages anyone to contravene any law; or - targets individuals under the legal gambling age; or - shows individual under the legal gambling age participating at gambling activities; or - promote false or untruthful chances of winning or the expected return to a individual; or - promotes smoking and/or the abuse of the consumption of alcohol while gambling; or - promotes gambling as a matter related to social acceptance, personal or financial success or the resolution of any economic, social or personal problems; or - contains endorsements by well-known personalities or celebrities that suggest gambling contributes to their success; or - exceeds the limits of decency; or - encourage individuals to chase their losses or re-invest their winnings.

2.4. Affiliate shall when publishing intellectual property such as trademarks, marks, texts, content and logos and/or pictures or photographs reproducing or visualizing intellectual property or individuals in any manner whatsoever, through any medium and in any place secure and assure that you have obtained the permission to use such material from the owner of the intellectual property or the individual.

2.5. If Affiliate organizes events and/or participates as sponsor and/or similar other events organized by third parties, Affiliate shall secure and assure that the event/s is/are in compliance with all relevant applicable laws and that all the necessary applicable permissions if any such is required for the event, are in the possession of the Affiliate and/or third party organizer.

2.6. Affiliate shall not provide or offer credits to a Member in any way.

2.7. Affiliate has no right or authority to assume or to create any contractual obligation or responsibility for and on behalf of FB.

2.8. Affiliate shall consult with FB before the launch of any marketing activity if in any doubt about how the marketing activity acts in accordance with to the Code.

2.9. Affiliate may market to and refer potential Members to the brand(s) at Affiliate's own expense. Affiliate will be solely responsible for the costs arising from the preparation of content and Affiliate's marketing activities.

2.10. Affiliate is only allowed to advertise the brand(s) through approved marketing activities. The use of spam e-mails or advertising on adult web sites as well as trying to recruit Members through any chat at the brand(s) or other websites within the range of software providers used by the brand(s). If FB finds that Affiliate has participated in such activities, FB reserves the right to close Affiliate's account immediately and withhold all earnings and remaining funds on account(s).

2.11. In the event that Affiliate desires to offer certain incentives to potential new Members, beside the bonuses linked to Affiliate's sign-up codes, Affiliate is required to request a written approval from FB prior offering such incentives. In the event that Affiliate does not receive such approval and offer such incentives, FB reserves the right to cancel Affiliate's participation in the program, and withhold all earnings and remaining funds on account(s).

2.12. Affiliates are not allowed to place digital ads on websites providing unauthorized access to copyrighted content when advertising on behalf of FB. If FB finds out about such misuse of intellectual property FB reserves the right to terminate the affiliate partnership with immediate effect and withhold all earnings and remaining funds on account(s).

### **3. Affiliate Commission**

3.1. The Affiliate is paid a commission based on how much net revenue their tracked players provide. The commission percentage is decided by how much net revenue their players generate.

## The Net Revenue Percentage Plan:

0 - £1,000	20% commission
£1,001 - £3,000	25% commission
£3,001 +	30% commission

3.2. Net Revenue is defined as revenue generated through the affiliate program (Rake) less:

- Promotional bonuses and other bonuses affecting net revenue
- Rakeback revenue (only if rakeback is applied to customer account)

This commission plan affects all new affiliate registrations if nothing else has been agreed upon.

3.3. In order to earn Affiliate Commission you must have at least five players that have been active during the month and the players must have generated at least £10 in commission.

3.4. Minimum withdrawal amount is £100 for Neteller and Skrill and £500 for bank transfers.

## 4. Tracking

4.1. All New Members that use an Affiliate unique tracking code will automatically be tagged to the Affiliate.

4.2. A "New Member" is defined as a new user without a prior account with the brand(s) and no previous record of their email address, or other details that FB deem to show connection between accounts, that opens a new user account. If the beneficial owners of Affiliate or their relatives become New Members, Affiliate will not be eligible to receive the relevant commission. FB's measurements and

calculations in relation to the number of New Members and the relevant Revenue figures shall be the sole and authoritative tool, and shall not be open to review or appeal.

4.3. FB will track and report Member activity for purposes of calculating Affiliate's Affiliate commission. Affiliate will be provided a web interface allowing Affiliate to follow Members activity. Normally all the data will be updated at least every day.

4.4. Members who are passive for more than 6 consecutive months can be removed from Affiliate's trackers. All the members who are not generating at least £0.5 revenue from the products offered at Fantasybet.com during a calendar month is considered being passive in that month.

## **5. Settlement**

5.1. All commissions are paid on a monthly basis to the Affiliate's Account, no later than 20 days after the end of each calendar month. FB reserves the right to freeze payouts if investigations regarding fraud or abuse needs to be conducted before the commission can be determined. Affiliate commissions can be paid through Skrill and Neteller.

5.2. If the Affiliate disagrees with the monthly settlement report or amount payable, no payment for such amount should be accepted and a written notice of the disputed amount should immediately be sent to FB. Dispute notices must be received within sixty (60) days of the end of each period for which payment is made, or the Affiliate's right to dispute such report or payment will be deemed waived.

5.3. The Affiliate bears the sole responsibility to report revenues and pay taxes (if applicable) to local authorities. FB takes no responsibility whatsoever toward local authorities.

## **6. Term and Termination**

6.1. This Agreement will take effect when Affiliate completes the Affiliate Sign-up Form, and will continue until terminated by either Party.

6.2. This Agreement is not limited in time and is extended for as long as both Parties fulfill their obligations and neither of the Parties has terminated the Agreement.

6.3. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party notice of termination. Such notice shall be made in writing and can be sent via fax or e-mail.

6.4. This Agreement can be terminated by FB without any notice if Affiliate ceases promoting FB's services.

6.5. If this Agreement is terminated Affiliate should immediately remove all links, marks and logos, etc., from Affiliate's website.

6.6. If the Agreement is terminated by FB without any reasons regulated in 6.7-6.10 FB will continue to pay commission for 6 months after the termination for all earnings generated by existing Members who signed up before the effective date of termination.

6.7. If the Affiliate terminates this Agreement FB will pay all commissions due at time of termination, but FB shall have

no obligation to make any further payments of commissions to Affiliate.

6.8. If the Affiliate's Members fail to generate at least £25 in commissions for three (3) consecutive months FB reserve the right to terminate this Agreement and shall have no obligation to make any further payments of commissions to Affiliate. The same applies if the Agreement is already terminated but commissions still paid according to 6.6.

6.9. Notwithstanding anything to the contrary contained herein, in the event FB determine, in its reasonable discretion, that the Affiliate has materially violated this Agreement, FB may in its sole discretion terminate this Agreement and confiscate all the Affiliate's commissions and remaining funds on Affiliate's account(s).

6.10 If the Affiliate does not login into affiliate account in the brand(s)/affiliates and/or affiliate player account in the brand(s) cashier for 6 (six) consecutive months, FB may in its sole discretion terminate this Agreement and shall have no obligation to make any further payments of commissions to Affiliate.

## **7. Rights and Obligations**

7.1. Members tagged to the Affiliate will remain tagged to the Affiliate as long as this Agreement is valid unless otherwise agreed between the Parties. If the ownership of the brand(s) changes, the obligations under this Agreement shall be honored by the new owners.

7.2. FB reserves the right to transfer its rights and obligations according to this Agreement to another party, after notice to the Affiliate. Such notice will be considered

given after the Terms and Conditions for Affiliates have been updated on FB or written notice given to the Affiliate.

7.3. This Agreement and the rights and obligations hereunder may not be assigned by you without FB's written consent.

7.4 All information, including but not limited to e-mail addresses, customer personal details, business and financial data and information, lists of customers shall be treated confidentially. These details must not be used for the Affiliate's own commercial or other purposes, nor communicated to any third party for any reason.

## **8. Liabilities**

8.1. We do not guarantee that our system, network, software or hardware will be error free or operated without disturbances.

8.2. FB's obligations under this Agreement do not constitute personal obligations of the directors, officers, employees or shareholders of FB or any related company or partner. Any liability arising under this Agreement will be satisfied solely from the revenues generated hereunder. FB's liability is limited to direct damages, and in no event will we be liable for any indirect, special, incidental, consequential or punitive loss, injury or damage of any kind.

8.3. You acknowledge that you have read this Agreement and agree to all its terms and conditions.

## **9. Miscellaneous**

9.1. FB reserves the right to modify any of the terms of this Agreement at any time, in our sole discretion, by either E-mailing you a change notice or by posting the new version of the Agreement on [fantasybet.com](http://fantasybet.com). It is your responsibility to visit the website(s) frequently to make sure you are up to date with the latest version of the Agreement and its provisions. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Affiliate Program following posting or notice of change will be deemed binding acceptance of the modification.

9.2. All notices pertaining to this Agreement shall be given to FB in written or by email. Notices to the Affiliate will be sent to you at the email address provided in your or Affiliate Account.

9.3. The validity of this Agreement, its construction, interpretation, and enforcement, and the rights of the Parties hereto will be determined in accordance with the laws of Curacao. FantasyBet.com is licensed through Viral Technology N.V.

**BY SUBMITTING THE SIGN-UP FORM YOU EXPRESSLY AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

I Agree to the FantasyBet.com Affiliate Agreement Terms and Conditions.