

Jackpothunter Affiliate Programme: Terms and Conditions

Last updated: 2nd April 2024

Introduction

Please read these Terms and Conditions carefully before applying. If you do not agree with any of the terms of this Agreement, or you are not authorized to agree with them on a legally binding basis, or you are (or would be) ineligible to become a member of our Affiliate Programme for any of the reasons set out in this Agreement, you should not continue with your application.

Submission of your application will constitute your acceptance of these Terms and Conditions and set forth a legally binding agreement between, you (**the "Affiliate", "you", or "your"**) and Jackpothunter BV, a company incorporated in Curaçao with a registered address at Abraham Mendez, Chumaceiro Blvd. 50, Willemstad, Curaçao, 00 (**"Jackpothunter"; "we", "us" or "our"**). This agreement regulates the relationship between you and us in respect of our Affiliate Programme (as defined below).

Affiliate Application

By submitting your application **You**: (i) are agreeing to become a member of our Affiliate Programme (as defined below) and (ii) agree to be legally bound by and comply with this Agreement. By becoming a member of our Affiliate Programme, you represent, warrant and confirm to Jackpothunter that:

(i) **You** are legally capable, and of the legal age required in your jurisdiction, to enter into and perform this **Agreement**;

(ii) if you are entering into this **Agreement** on behalf of a company or other legal entity, (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (b) you have the right, authority, and capacity to do so and to bind such entity to this Agreement, and in which case the terms the "Affiliate", "you" or "your" shall herein refer to such entity;

(iii) **You** are not under any legal disability with respect to, and are not subject to any law, regulation, sanction or court order, that prevents either you from entering into these **Agreement** or your performance according to this **Agreement**;

(iv) on behalf of yourself and/or as an authorized representative of the entity in whose name this **Agreement** is being entered into, as applicable, you accept and agree to be legally bound by all of the terms and conditions in this **Agreement** in their entirety.

All applicants will be assessed and, at the sole discretion of Jackpohunter, will be deemed successful or unsuccessful. Jackpohunter's decision is final and not subject to any right of appeal. In considering the Affiliate Application, we may require you to provide us with all required KYC and due diligence information (the "Compliance Documentation") and we cannot consider the Affiliate Application until all necessary Compliance Documentation has been provided to us. The list of Compliance Documentation may include but is not limited to the following:

For companies:

- Certificate of incorporation;
- Articles of association (or equivalent document);
- Duly approved corporate resolution;
- A certificate of good standing;
- Information regarding the identity of the beneficial owner of the company and the identity of the directors of the company (together with identification documentation in respect of such owners and directors);

For individuals:

- Valid passport;
- Valid driving licence;
- Recent utility bill;
- Letter of reference from the Affiliate's bank;
- Copies of recent bank statements.

We reserve the right to request any other Compliance Documentation as we may determine from time to time. We may request updated Compliance Documentation at any time. In the event that you do comply with any such requests, we reserve the right to suspend the Affiliate's account until such time as we have received such Compliance Documentation to our entire satisfaction and/or terminate the Affiliate's account.

1. Definitions

The following expressions in this Agreement shall have the following meanings:

Affiliate / you / your	means the person or company who has registered to become an Affiliate and participate in our Affiliate programme;
We / us / our / Jackpohunter	means Jackpohunter, a company incorporated in Curaçao with a registered address at Abraham Mendez, Chumaceiro Blvd. 50, Willemstad, Curaçao, 000 that owns and operates an authorized online crypto casino service under Curaçao regulation through www.jackpohunter.com ;
Agreement	means this Jackpohunter Affiliate Agreement, together with, where applicable, any other terms agreed in writing between you and us in relation to the Partnership Agreement from time-to-time;
Applicable Law	means any: (a) statute, statutory instrument, by-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal), including all gaming and consumer laws; (b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body ; and/or (c) industry code of conduct or guideline, in any case which apply to us and/or to you and/or which relate to the activities of the parties under this Agreement;
Brand	means, but is not limited to "Jackpohunter", "Jackpohunter.com" and includes any and all of the Intellectual Property Rights;
Brand Content	means the graphical artwork, images, or text containing or referencing the brand to which this agreement pertains and which are made available by us to you;
Jackpohunter Sites	means any of Jackpohunter's websites, landing pages, apps and/or any other online channels or related pages;
Commission	means the % fee calculated from Net Gaming Revenue due to be paid to the Affiliate by Jackpohunter, as calculated and payable as further set out in Section 6;
Player Account	means the successfully registered account of the referred Player on Jackpohunter.com
Player	means any individual who has accessed the Jackpohunter site via the affiliate links, registered to open a Player Account within 30 days after accessing the affiliate website, and had their Player Account registration details validated and approved by Jackpohunter;

Player ID	means a unique identifier assigned to each Player ;
Effective Date	means the date of signature of the Agreement , and from which the Agreement and the applicable Commission shall apply;
First Deposit	means the first monetary deposit into a Player Account on the Jackpohunter site;
Net Gaming Revenue	means all monies staked with us by Players through the Site(s) less the following: (a) monies paid out to Players as winnings in respect of such stakes; (b) all monies paid or payable by us in the form of any betting and/or gaming duties, levies or taxes, or other statutory deductions or payments to licensing, tax or other authorities; (c) charges levied on us by electronic payment organizations in respect of Players ; (d) bad debts in respect of Players (defined in our sole discretion); (e) monies attributed to Prohibited Activity; (f) stakes returned to Players ; (g) the cost of bonuses, 'deposit matches' and other incentives provided to Players as a promotional or marketing activity; and (h) any third party royalty incurred in relation to any Players ("third party royalty" in this context means any royalty or revenue share which we must pay to a third party in order to lawfully license any technology or other product used from time to time on the Site(s));
Links	means the unique hyperlinks Jackpohunter provides to the Affiliate from time to time and during the Term of the Agreement and which the Affiliate places on their websites to direct traffic to the Jackpohunter websites;
Affiliate Sites	means any website or digital marketing campaign owned or controlled by the Affiliate and available in Curaçao markets, used to render the Services;
Player Account	means each account concerning a Player that has been registered with Jackpohunter in respect of Jackpohunter Sites ;
Prohibited Activity	means an actual or attempted act by any of the Parties or any Player which is: (a) in breach of any Applicable Law; or (b) intended to mislead Jackpohunter or the Affiliate (as the case may be); or (c) in violation of any material contractual obligation;
Registration Date	means the date on which a Player registers to open a Player Account with Jackpohunter.
Revenue Share	means your share of the Net Gaming Revenue accrued during a calendar month;
Sites(s)	means the websites, landing pages and apps and/or any

	other online channels operated by or under the Brand from time to time;
Terms and Conditions	Means these terms and conditions which govern the Affiliate Programme;
User(s)	Means visitors to the Affiliate Site ;
Term	means the duration of the affiliate agreement between the Affiliate and Jackpohunter ;
Party/Partys	means collectively all entities that have entered into the Agreement ;
Affiliate Portal	means the online platform from which the Affiliate registers to the Jackpohunter.com Affiliate Programme and monitors their performance and Commission ;

2. Affiliate Obligations

2.1. The affiliate hereby warrants:

- a) To actively advertise, market and promote the Jackpohunter sites, by displaying the most up-to-date brand Content on the Affiliate Website Sites and using the Links provided by Jackpohunter to refer customers to jackpohunter.com in eligible markets under Curaçao regulation ("Service");
- b) To undertake all such advertising activities in a socially responsible manner and by Applicable Laws and regulations, namely by not performing any act which is libelous, discriminatory, obscene, unlawful, or otherwise reasonably deemed inappropriate, or which contains sexually explicit, obscene or graphically violent materials;
- c) Not to actively target any person who is under the legal age for gambling;
- d) Not to actively target any jurisdiction where gambling and the promotion thereof is illegal;
- e) Not to place any Link on any website that provides unauthorized access to copyrighted content;
- f) To provide all such information to Jackpohunter as Jackpohunter may reasonably require to enable Jackpohunter to comply with its information reporting and other obligations owed to competent regulators (if any) in the targeted jurisdictions;
- g) To, without undue delay, comply with any reasonable compliance instructions provided by Jackpohunter in writing;
- h) To conduct itself, when performing its obligations and/or exercising its rights under this Agreement, as if it were bound by the same license conditions and codes of practice as applies in relevant aspects for Jackpohunter (which Jackpohunter is continuously responsible for informing the affiliate of in writing); and
- i) Without prejudice to the Brand Content as may be forwarded by Jackpohunter, not to use Jackpohunter's trademarks and other intellectual property rights that are vested in the company unless Jackpohunter consents to such use in writing.
- j) Notify Jackpohunter of any change in its contact or address details and its payment account details and Jackpohunter shall not be liable for any losses arising from the Affiliate's failure to properly notify Jackpohunter of such changes.

3. Jackpohunter's Obligations

3.1. Jackpohunter shall continuously during the **Term**:

- a) Provide the **Affiliate** with all required information and **Brand Content** for the rendering of the services;
- b) Provide the affiliate with dedicated **Links** for the Jackpohunter sites and ensure that the **Link** is updated and enables the **Affiliate** to accurately track any lead generated from the **Affiliate Sites**;
- c) Assign a unique **Player ID** to all **Players** referred by the **Affiliate**.
- (d) Calculate the **Net Gaming Revenue** generated via the **Player ID**, record the Net Gaming Revenue and the total earned **Commission** via the link, provide the affiliate with commission reporting, and handle all customer services related to its business;
- e) Register the **Players** and track their transactions, reserving the right to refuse Players (or to close their accounts) if necessary to comply with the Applicable Laws, regulations, and any requirements; and
- f) Pay the affiliate the amount due as **Commission** for the service provision, according to Section 11.2

4. Undesired Activity

- 4.1. If Jackpohunter reasonably believes that the affiliate fails to comply with its instructions or obligations under the Applicable Law regarding **Brand Content, Links** or other material stemming from or relating to Jackpohunter or any of the terms of this Agreement, Jackpohunter shall promptly notify the affiliate in writing at the primary contact email address for the affiliate to conduct corrective measures. The parties will in such case work together in good faith to agree on reasonable amends to the affiliate Content to address Jackpohunter's concerns.
- 4.2. If Jackpohunter identifies any **Prohibited Activity** caused by or under the affiliates responsibility or any material failure by the affiliate to comply with Jackpohunter's instructions about obligations in **Applicable Law**, Jackpohunter shall, to the extent permissible by law, immediately notify the affiliate and the parties shall cooperate to investigate the origin of such activity. During the said investigation Jackpohunter may withhold any **Commission** payable to the affiliate. Unless Jackpohunter within sixty (60) days from the date of the beginning of the investigation can show that the affiliate has acted in breach of this Agreement, Jackpohunter shall retroactively pay any and all **Commissions** withheld.
- 4.3. No payment shall be due if Jackpohunter has reasons to believe that the traffic generated by the **Affiliate** or the referred **Player** is illegal or is in breach of any of the provisions of these Terms and Conditions

5. Termination

- 5.1. This Agreement shall remain in force until its termination as follows.
- 5.2. This Agreement may be terminated by either **Party** by giving a thirty (30) day written notification to the other **Party**.
- 5.3. This Agreement may be immediately terminated by either **Party** in the event of a material breach of this Agreement or breach of the Applicable Law by the other **Party**.
- 5.4. On termination of this Agreement or for any reason, the affiliate shall remove all of the Links and commercial mentions of the Brands within five (5) business days after the date of termination. After such removal, the affiliate shall have the same ability to write and link to Jackpothunter Sites as any other web participant would have in the ordinary course of business without a specific contractual arrangement with Jackpothunter.

6. Relationship of Parties

6.1. The **Parties** are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise or employment relationship between the **Party's**

7. Limitation of Liability

- 7.1. Neither **Party** shall be liable to the other **Party** for i) indirect, special, incidental, collateral, consequential, exemplary or punitive damages; or ii) loss of profits, loss of goodwill, damage to reputation or loss of business opportunity (whether direct or indirect). In each case regardless of the form of the action or the theory of recovery, even if such **Party** has been advised of the possibility of such damages and regardless of whether such damage was foreseeable.
- 7.2. Nothing in this Agreement shall limit either **Party's** liability for damages of any kind resulting from fraud, or for any other liability that cannot be limited by law, or about any express indemnification undertaking herein.
- 7.3. Each **Party's** entire liability under this Agreement (except to make any Payments) shall not exceed the total compensation payable to the affiliate by Jackpothunter during the twelve months preceding the first event giving rise to the liability.

8. Confidentiality

- 8.1. Each **Party** undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or affiliates of the other **Party** or of any member of the group of companies to which the other party belongs which is expressed to be confidential or which might reasonably be deemed to be confidential, except as permitted by clause.
- 8.2. Each **Party** may disclose the other **Party's** confidential information to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the **Party's** obligations under this Agreement. Each **Party** shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this clause, and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3. No **Party** shall use any other **Party's** confidential information for any purpose other than to perform its obligations under this Agreement.

9. Representation and Warranties

9.1. Each **Party** hereby warrants to the other **Party** that:

- a) it has the authority to enter into this **Agreement** and to fully perform its obligations and grant the rights granted hereunder;
- b) this **Agreement** does not and will not conflict with any of the **Party's** other obligations to any third parties;
- c) it has obtained and will maintain in full force and effect all necessary registrations, authorisations, consents and licenses to enable it to fulfill its obligations under this **Agreement** and that it is currently in all material respects in compliance with all **Applicable Laws** to which it is subject, and will maintain such compliance throughout the **Term**.

10. Miscellaneous

- 10.1. Governing Law. The laws of Curaçao govern this **Agreement**. Any action relating to this **Agreement** must be brought in Curaçao and you the parties consent to the jurisdiction of its courts.
- 10.2. Data Protection. Each **Party** shall comply at all times with all Data Protection Legislation. Each **Party** is independently responsible for its compliance requirements with regard to Data Protection Legislation applicable to each **Party**.
- 10.3. No Exclusivity. This Agreement shall not create an obligation of exclusivity of dealing with the other **Party** during the term of this **Agreement**.
- 10.4. Entire Agreement. This **Agreement** contains the entire agreement between the **Party's** relating to the subject matter covered. No oral explanation or oral information given by any **Party** shall alter the interpretation of this **Agreement**.
- 10.5. Severability. If any provision of this **Agreement** shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this **Agreement**. If the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this **Agreement** shall be given full effect, and the invalid or unenforceable provision shall be deemed struck.
- 10.6. No Third Party Rights. Notwithstanding any other provision in this **Agreement**, a person who is not a **Party** to this **Agreement** has no right to rely upon or enforce any term of this **Agreement**. 10.7.
- 10.7. Assignability. The parties may not assign their part to this **Agreement**, by operation of law or otherwise, without our prior written consent.
- 10.8. Governing Law. This **Agreement** and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of Curaçao.

11. Commission and Payment

- 11.1. Contact. The primary contact with the **Affiliate** will be conducted to affiliates@jackpothunterpartners.com
- 11.2. Commission. Jackpothunter agrees to pay the **Affiliate** a 25% commission of the **Net Gaming Revenue** generated from all the referred **Players** in a given month.
- 11.3. Two year term. The Commission is due to the affiliate from the moment a Player makes their First Deposit, considering that the deposit happened within 30 days from the Registration Date, and for a period up to two years from that **First Deposit**. Activity that occurs after two years from the **First Deposit**, is not eligible for an **Affiliate Commission**.
- 11.4. Activity. All **Players** shall be linked to the **Affiliate**, and the **Commission** paid, for as long as they have an active Player Account and Jackpothunter accepts their activity. For the avoidance of doubt, this applies in the event of duplicate accounts and Players from different jurisdictions if Jackpothunter accepts their activity.
- 11.5. No negative carryover. If during any given month, the Players' activity results in a negative Gross Gaming Revenue, the parties agree that i) no **Commission** shall be payable to the affiliate for such month and that ii) the negative result shall be zeroed at the end of the said period. Any such negative Net Gaming Revenue shall not be used to offset any future **Commissions** whatsoever.
- 11.6. Invoicing. The **Commission** is calculated at the end of each month in the affiliate platform and the affiliate will invoice Jackpothunter on the third week after the close of the month for the **Commission** payable.
- 11.7. Payment. All invoiced payments shall be made in either USDT or EURO SEPA and are processed by Jackpothunter within 30 days from the invoicing.
- 11.8. Deficiencies. If the affiliate identifies any unpaid or underpaid, the affiliate shall provide Jackpothunter with written notice of such which Jackpothunter shall pay within fourteen (14) days of receipt.

12. Modifying Agreement

Jackpohunter reserves the right to unilaterally modify any terms and conditions of this **Agreement**, at their sole discretion. Changes may be communicated by posting an updated agreement on the **Affiliate Portal's** "Terms & Conditions" page or by sending a notice detailing the modifications, which could include changes in referral fees, payment schedules, or program rules. The effective date of such amendments will be specified, and the **Affiliate** agrees to be bound by the changes from that date, thus being responsible for regularly reviewing the **Affiliate Portal** for updates. If an amendment is unacceptable, the Affiliate may terminate this Agreement immediately. Continued participation in the program after the effective date of changes will be considered as the Affiliate's binding acceptance of the revised terms. Affiliates are expected to independently verify and comply with applicable laws governing their activities, affirming their ability to participate in the Affiliate Program without legal infringement