

## Terms & Conditions

### betBonanza Affiliates Terms and Conditions

The following is an agreement (the "Agreement") between the betBonanza company ("betBonanza", "Us", "We" or similar terms), and an Affiliate ("You", "Your", "Affiliate" or similar terms), which contains the terms and conditions that apply to all members of the betBonanza Affiliate programme ("Affiliate programme", "Programme" or similar terms). As an Affiliate Your role will be to promote the website, brand and the applications owned and/or operated by any entity in the betBonanza group and/or any website, brand and/or application that are made available through Affiliate programme. By completing the affiliate application to the Affiliate programme and clicking on "I have read and agreed with the terms and conditions" box You accept the terms and conditions of this Agreement, which is a legally binding agreement between You and betBonanza.

PLEASE READ THE ENTIRE AGREEMENT.

BY SUBMITTING THE ONLINE APPLICATION, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

## Rights and Obligations

### Agreement application and enrolment

To become an Affiliate within betBonanza, you will have to complete and submit the online application on the betBonanza Affiliate website affiliates.betbonanza.com. Please be noted, that account on <https://www.betbonanza.com> mandatory if not stated otherwise in section "Affiliate Commission". betBonanza will evaluate Affiliate's application and, provided that Affiliate's application is acceptable, will notify Affiliate of its acceptance to the Affiliate programme. We shall have the right, at Our sole discretion, to reject Your application at any time. We may not confirm Your application if We determine that any of Your website(s) where You intend to promote the information which is made available through Affiliate programme, is unsuitable for Our Programme, including but not limited to the following instances:

- Promotion of sexually explicit materials;
- Promotion of violence;

- Promotion of discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Is designed to target or appeal, in Our sole discretion, in any way to people under the age of 18;
- Promotion of illegal activities;
- Incorporation of any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law;
- Includes "betBonanza" or variations or misspellings thereof in its domain name;
- Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to Us in Our sole discretion;
- Contains software downloads that potentially enable diversions of commission from other affiliates in Our program;

Uses unauthorized betBonanza marketing material.

We shall reject Your application or terminate this Agreement if We determine, in Our sole discretion, that any of Your websites are designed to appeal in any way to people under the age of 18.

betBonanza is strongly committed to the protection of its end-users from all types of malicious, harmful or intrusive software and holds a zero-tolerance policy in such regard. Therefore, We shall reject Your application or immediately terminate this Agreement if We deem, at Our sole discretion, that any of Your website(s) are designed to distribute or promote any spyware, adware, viruses, worms or any other form of malware.

We reserve the right to perform background checks on You and request any relevant documentation, for any reason, including but not limited to any investigation into Your identity, personal history, registration details, such as name, address and age or Your financial transactions and financial standing.

We reserve the right, at any time, to review the Link (see "Linking to betBonanza") placement. If We deem, at Our sole discretion, that the Link placement does not comply with the Agreement or any laws and regulations, We may require that You change the placement. You will be solely responsible for the distribution, content, and manners of its marketing activities. Your marketing activities must be professional, proper and lawful under applicable laws and must be in accordance with this Agreement. You must comply with all the advertising guidelines and legislation in relevant markets including but not limited to the markets where We are licensed.

Registration and Customer Tracking

We will register Your Customers and track their transactions. By "Customer" We consider a visitor who joins Our customer database after arriving at betBonanza via one of Your tracking Links, which will be provided to You when You will join betBonanza Affiliate programme. By opening an account with Us, they will become Our Customers and, accordingly, all Our rules, policies, and operating procedures will apply to them. We will track Customers' bets and plays and summarize this information into a report, which You can access on Your account. In order to keep accurate track of all Customers' visits, You must use only the data that We provide You with. You are responsible for ensuring that all the referred Customers are properly tagged with You. betBonanza has the sole right to refuse Customers (or to close/suspend their accounts) if necessary, to comply with any requirements, laws and regulations.

## Change of Terms

betBonanza reserves the right to modify, delete or amend any of the terms and conditions contained in this Agreement or (if there are any) it's appendixes at any time at Our sole discretion by sending a notification and/or via email to Affiliate and/or publishing the new version of this Agreement on Our website. Modifications may include changes of the scope of the Commission (see "Affiliate Commission") and/or Affiliate programme rules, etc. Your continued participation in Affiliate programme following Our posting of a change notification and/or new agreement (with all it's possible appendixes) on Our website will constitute binding acceptance of the modification or of the new agreement.

## Linking to betBonanza

By agreeing to participate in the Affiliate programme, You are agreeing to create and maintain unique links ("Link") from Your website(s) to the websites, brands and/or the applications owned, operated and/or branded by betBonanza and/or any website, brand and/or application that are made available through the Affiliate programme. It is Your responsibility to follow the correct linking procedure, use only the tracking Link provided within the scope of the Affiliate programme, otherwise, no warranty whatsoever can be assumed for the proper registration and sales accounting. Banners and Links may not be placed within unsolicited e-mail, unauthorized newsgroup postings, or chat rooms or using "bots" or any other malware. betBonanza will not pay due when the generated traffic is illegal or contravenes any provision of this Agreement.

You will only use Our approved marketing material (banners, html mailers, editorial columns, images and logos) and will not alter their appearance nor refer to Us in any promotional materials other than those that are available from the Affiliate programme's website affiliates.betbonanza.com. The appearance and syntax of the hypertext transfer Links are designed and designated by Us, it is the only authorized and permitted representation of Our sites.

When Your application is approved, betBonanza will provide You with all the required information and marketing material for the implementation of the tracking Link. You may not change or modify in any way any Link or marketing material that is made available through betBonanza Affiliate programme. Any additional marketing material (of any kind whatsoever) requires prior written approval from betBonanza.

You have to ensure that the marketing material is not reproduced, and is not in any way tampered with or altered, and used in accordance with the specifications and directions laid down by betBonanza from time-to-time.

You are prohibited from engaging in the act of proxy deposits and betting by affiliates. Engaging in such practice exploit the system that is benefiting as players when there are gains while shifting losses onto the affiliate channel in the event of loss. You shall not knowingly or unknowingly accept a bet from a person on behalf of any other person or knowingly allow a person to place a bet utilizing the account of another person.

We shall terminate this Agreement, if We determine, in Our sole discretion, that You breached the Agreement by changing and/or modifying in any way the Link or marketing material that was made available to You through the Affiliate programme.

In case of the termination of the Agreement, You must remove Affiliate programme's marketing material from your website and disable all the Links from your website.

## Marketing

You as an Affiliate must undertake a higher socially responsible manner towards our end customers. Your website(s) where You promote the information which is made available through the Affiliate programme, is unsuitable for Our Program, if You do not follow the Agreement, laws and regulations. You have to consider that, including but not limited to:

- Advertisements cannot be misleading;
- Any promotions must be clear and accurate;
- Advertisements cannot feature themes that suggest gambling can enhance personal qualities;
- Advertisements cannot portray gambling to toughness or link it to resilience or recklessness;
- Advertisements cannot give the impression that gambling can be a source of income or an activity to resort to for the payment of debts;

- Advertisements and promotions cannot appeal to people under the age of 18;
- You cannot advertise in any website or link to, any material which is defamatory, pornographic, unlawful, harmful, threatening, obscene, harassing, or racially, ethnically, or otherwise objectionable or discriminatory, violent or similar;
  
- You cannot advertise on social media channels, including Facebook, native ads, Twitter or any other kind of social posts;
- You cannot advertise through Pop under campaigns, SMS, Programmatic media buying;
- You cannot advertise text Links in any text(s), article(s) (or similar term) on Your website(s), if there is no clear and accurate information about the advertisement;
- You cannot offer or provide any incentives (financial or otherwise);
- Etc.

You are solely responsible for following the laws and regulations of the markets You are working and advertising at, and which one Your promotion and advertisement campaigns reach the Customers.

If We determine that any of Your website(s) where You promote information which is made available through the Affiliate programme, is unsuitable and does not follow the requirements of the Agreement, laws and regulations, We may terminate the Agreement. If Your activities breach the law and regulations, We will report this to the relevant regulatory institutions.

## Spam

The meaning of “Spamming” includes all formats of spam, including but not limited to the e-mail marketing, SMS marketing, and/or direct mail marketing.

We will terminate this Agreement immediately without recourse for You, if there is any form of Spamming or if You advertise Our services in any other way than stated in the Agreement. You shall not make any claims or representations, or give any warranties related to Us and You shall have no authority to, and shall not, bind Us to any obligations.

Any form of Spam will result in Your account being placed under the review and all balance due being withheld for the period of investigation of Your account but no longer than for 180 (one hundred eighty) days. You have to be aware that We are liable to incur expenses in dealing with Spam generated mail and these same expenses will be deducted from your account.

If You have media sources/websites that do not contain libellous, discriminatory, obscene, unlawful or otherwise unsuitable material and You are planning pop ads campaigns, written pre-approval by betBonanza is required in all cases.

## Domain / Brands

Nothing contained in the Agreement will grant You any right, title or interest in the trademarks, trade names, brands, service marks or any other intellectual property rights ("Brands") of betBonanza and/or any other member of the Affiliate programme. You shall not purchase or register keywords, 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 betBonanza trademarks or any other Brand that belongs to betBonanza, or variations thereof in the "domain name", (i.e. after any prefixes, but before the top level domain suffix), or includes metatags on the Affiliate programme website which is identical or similar to any of the betBonanza Brands. You shall not create pages falsely representing any Brand in any social media channels (including but not limited to Facebook, Google +, Twitter etc.).

If We determine that any of Your website(s) includes(e) "betBonanza" or variations or misspellings thereof in its domain name, We will terminate this Agreement. You may not create or design Your website or any other website that You operate, explicitly or implied in a manner which resembles Our website nor design in a manner which leads customers to believe that You are betBonanza or any other member of the Affiliate programme business. At no time during or after the Agreement, You may attempt or challenge or assist or allow others to challenge or to register or to attempt to register the Brands of betBonanza or any other member of the Affiliate programme.

## Responsibilities and Confidentiality

betBonanza considers it important to ensure that Our services are provided in a transparent, reliable, fair and lawful manner. We expect the same from Our Affiliates. More information about Our responsibilities towards privacy and security are described in the Privacy Policy (xxx link to Privacy Policy).

All the information that is not public, including but not limited to business and financial, lists of customers and buyers, as well as the price and sales information and any information related to products, records, operations, business plans, processes, product information, business know-how or logic, trade secrets, market opportunities and personal data of betBonanza that is made available to You via the Affiliate programme shall be treated confidentially. Such information must not be used for Your own commercial or other purposes or divulged to any person or third party neither directly nor

indirectly unless the prior explicit and written consent of betBonanza is given. You may not use the confidential information for any purpose other than the performance of its obligations under this Agreement.

You must comply with all advertising guidelines and legislation in the relevant markets.

## Affiliate Commission

### Commission in general

The commission (“Commission”, “Balance”) We pay You is a percentage of the net revenue that We earn from Customers when they wager real money at Your selected priority product (e.g. casino, poker, etc.).

Net revenue is a Gross Revenue minus directly related expenses including but not limited to gambling taxes, bonuses, chargebacks.

### Commission and Affiliate Revenue

Each month You will earn the following:

30% Commission of Net Revenue from Your selected priority product group (sports betting, virtual sports, casino, etc.);

25% Commission of Net Revenue from the other product groups (except Your selected priority product group).

For example, Your selected priority product group is “Virtual Sport”, in this case Your Commission will be counted as follows (table No 1):

1 table. The example of Calculation of the Affiliate Commission

<b>Product name</b>	<b>Sports betting</b>	<b>Virtual Sport</b>	<b>Casino</b>
<b>Calculation of the Affiliate Commission</b>	<b>30%</b>	<b>25%</b>	<b>25%</b>

We retain the right to change the Commission structure and the method of calculation of the Commission at any time.

Other Commission plans are not offered as standard. Such plans can be created, based on the plan sent by the Affiliate to betBonanza. betBonanza will evaluate Affiliate's request and in case of favourable evaluation, betBonanza will issue a written appendix to the Agreement with additional terms and conditions, as well as requirements. betBonanza reserves the right to cancel such plans at any time and at Our sole discretion, without providing any reason, by sending a formal notice to the Affiliate's registered main email address. The written appendix to the Agreement will complement and not overwrite this Agreement.

A 'Cost-Per Acquisition' (CPA) deal, whereby betBonanza pays a predetermined amount for each depositing player that meets the agreed trigger is considered qualified only when CPA distribution rules are met. All Affiliates will be informed of any CPA changes at least five (5) working days before changes come into effect.

#### **CPA distribution rules**

1. Player account should be active, after the trigger is met, meaning the player has to perform at least one action to qualify;
2. Players marked as fraudulent, bonus abusers or which will self-exclude will not be considered qualified for the CPA reward;



3. CPA abuse will not be tolerated, and revenues will not be paid for that kind of traffic;
  
4. Incentivized players and players using systems not allowed by the casino (i.e. Martingale roulette system) will not be considered qualified for the CPA reward;
  
5. After termination of this agreement, late converted payers will be considered qualified if deposit for the first time within 30 days from the termination date, unless agreement is terminated due to material breach by affiliate, in which case late converted players will not be considered qualified in any case.

betBonanza applies a negative Balance carry-over policy. Meaning, if the Customers' activities result in a negative Balance for the Affiliate due to the Customers' winnings/losses, the negative Balance will be carried-over to the following month.

#### Affiliate's Commission pay-outs

The Commission of the previous calendar month is added to the Affiliate's account until the 15th day of the following month. The minimum threshold will be ₦2000, meaning that You can withdraw Your threshold to Your betBonanza account once You have a balance of ₦2000 in Your Affiliate account. If the balance due is less than the minimum threshold, it will be carried over to the following month and will be payable when the accrued balance exceeds the minimum threshold.

#### Commission responsibilities and obligations

If an error is made in the calculation of the Commission, We reserve the right to correct such calculation at any time and pay out the underpayment immediately or reclaim the overpayment made to You.

If You disagree with the Balance due as reported or in any force majeure event due to Commission, You shall send an email to betBonanza to [affiliate@betbonanza.com](mailto:affiliate@betbonanza.com) and indicate the reasons and/or observations in 30 (thirty) days since the balance due or the force majeure event's date. Failure to send an email within the prescribed time limit shall be deemed to be considered as an irrevocable acknowledgment.

We retain the right to review all Commissions for possible Fraud, whether such Fraud is on the part of the Customer, on the part of a Sub-Affiliate (see "Sub-Affiliate"), or on Your part. During the time which We review Commissions for possible Fraud or any other concerns due to illegal activity, betBonanza may withhold payment of any balance to You for up to 180 (one hundred eighty) days, while We investigate and verify that the relevant transactions comply with the provisions of the Agreement, laws and regulations.

By accepting this Agreement, You agree to return all Commissions received based on fraudulent or falsified transactions, plus all costs for legal causes or actions that may be brought against You to the fullest extent of the law.

You may not earn Commissions of the Net Revenue and/or of any Sub-Affiliate if the Customer or Sub-Affiliate is Your juristic entity, Your employee, co-worker, shareholder, agent or, if You are the Affiliate's employee, agent or direct family member.

betBonanza does not pay for duplicate players i.e. a Customer who already exists within betBonanza or its Affiliate database.

#### Sub-Affiliate

#### Sub-Affiliate rights and obligations

We consider "Sub-Affiliate" as an affiliate who joins Our Affiliate programme after arriving at betBonanza via Your unique Affiliate link, which is provided to You in Your Affiliate account. We reserve the right at Our sole discretion to refuse the Sub-Affiliates (or terminate an Agreement with them) if necessary to comply with an Agreement and/or any requirements We may periodically establish.

In relation to the Sub-Affiliates You are strictly prohibited from doing any of the following:

introducing Yourself or a family member as a Sub-Affiliate;

offering or providing a Sub-Affiliate or potential Sub-Affiliate any incentive (financial or otherwise) to act as or become a Sub-Affiliate;

attempt to use the Sub-Affiliate scheme in any way whatsoever in bad faith against betBonanza.

Any such attempt on your part shall be considered as a fraudulent act against betBonanza and We shall have the right to immediately block Your account and You will forfeit any past and future Commission which We have accrued to Your benefit.

#### Sub-Affiliates commission

Sub-Affiliates will receive Commission from betBonanza in accordance with the Agreement between the relevant affiliate and betBonanza as stated in the betBonanza "Affiliate Commission".

You will get a 5% commission of the total Sub-Affiliate commission. For example, if Your Sub-Affiliate's "A" Commission of the previous calendar month is ₦5000, You will receive ₦250 commission to Your Affiliate account until the 15th day of the following month. The Commission You get from Your Sub-Affiliates will be shown in separated column of Your monthly balance.

#### Miscellaneous

#### Governing Law

This Agreement shall be governed by and interpreted in accordance but not limited to the laws and markets where We are licensed; in the Nigeria or other laws of the relevant markets without regard to the conflicts of laws and principles thereof.

The Affiliate must not promote betBonanza Affiliate Programme Brands or services in a manner which is in violation of applicable laws, regulations, conditions and codes of conduct set out by the Lagos State Lotteries and Gaming Authority, and other relevant regulatory bodies.

In addition, the Affiliate shall comply with the advertising codes of practice which apply to the form and media in which they advertise the gambling services.

If the Affiliate is in any doubt at all about whether the marketing methodology or materials adhere to these rules, then he must seek prior approval from betBonanza before engaging in any marketing activity.

You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

This Agreement (with its appendix(es)) represents the entire agreement between You and betBonanza.

The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

You and Us shall give each other mutual support in the giving of effect to the spirit, purport and object of this Agreement.

You may not assign this Agreement to a third party except if Our prior written approval is given. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce Your strict performance of any provision of this Agreement will not constitute a waiver of Our right to subsequently enforce such provision.

Any phrase introduced by the terms "including", "include", "for example", "meaning" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

betBonanza rights and remedies hereunder shall be mutually exclusive, i.e., the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. You agree and confirm, that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any term and/or condition of this Agreement, the respective rights and obligations of the parties may be enforceable by specific performance, injunction, or other equitable remedy. Nothing contained in this Agreement shall limit or affect any of betBonanza or member's of Affiliate programme at law, or otherwise, for a breach or threatened breach of any provision of this Agreement, it being the intent of this provision to make clear that betBonanza or member's of Affiliate programme respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

This Agreement is valid for as long as betBonanza or members of the Affiliate programme make this service available, unless this Agreement is terminated prior thereto in terms of this Agreement.

It is Your duty to review this Agreement periodically to ensure familiarity with its most current version.

#### Relationship of parties

Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between You and betBonanza or any other member of Affiliate programme and You have no authority to make or accept any offers or representations on their behalf.

You have no authority to make or accept any offers or representations on betBonanza or any other member of Affiliate programme behalf. You shall not make any statement, whether on the Affiliate programme website or otherwise, that conflicts with this Agreement.

You shall not make any claims, representations, or warranties due to betBonanza or any other member of Affiliate programme and You have no authority to, and may not, bind betBonanza or any other member of Affiliate programme to any obligations outside of this Agreement, unless agreed to in writing by either betBonanza or any other member of Affiliate programme.

Any notice given or made to the Company under the terms of this Agreement shall be sent via email to [affiliate@betbonanza.com](mailto:affiliate@betbonanza.com) may send the Affiliate any notices given or made under the terms of this Agreement to the email address provided by the Affiliate and mentioned in its account. Any notice shall be deemed to have been received within 24 hours of delivery. If the receipt occurs before 9.00 a.m. on a Working Day, such notice shall be deemed to have been received on that specific day. If such receipt occurs after 6.00 p.m. on a Working Day, or on any day which is not a Working Day (holiday, weekend day, etc.), the notice shall be deemed to have been received at 9.00 a.m. on the following Working Day.

Sign Up