BET IT ALL
WIN IT ALL

# 1. Definitions

**1.1** "Agreement" means:

- all the terms and conditions set out in this document,
- the terms and conditions of the Commission Structures applicable to the different products, the Privacy Policy, and any other rules and/or guidelines of the Company and/or the Bet it All Website made known to the Affiliate from time to time.

**1.2** "Affiliate" means you, the person or entity, who applies to participate in the Affiliate Program.

**1.3** "Affiliate Program" means the collaboration between the Company and the Affiliate whereby the Affiliate will promote the Bet it All Website and create the Links from the Affiliate Website(s) to the Bet it All Site and thereby be paid a commission as defined under this Agreement depending on the traffic generated to the Bet it All Website subject to the terms and conditions of this Agreement and to the applicable Casino Commission Structure.

**1.4** "Affiliate Website(s)" means one or more websites on the Internet which are maintained and operated by the Affiliate.

**1.5** "Bet it All" means the Company and any related group company responsible for the operational activities of the Bet it All Website.

**1.6** "Bet it All Website" / “The Site” means the website with domain name www.betitall.com and any other domain names as applicable in other jurisdictions.

**1.7** "Commission" means the income the Affiliate earns based on the promotion of Bet it All products and services and by players referred by the Affiliate to Bet it All.

**1.8** "Company” means Momus2006 N.V. (hereinafter referred to as www.betitall.com), a company registered and established under the laws of Curaçao. Momus2006 N.V. is licensed and regulated by the Curaçao Gaming Control Board (GCB) under license number OGL/2024/550/0264. The company is registered under number 138347, with its registered address at Kaya Corona 698 A, Curaçao.
All payment operations are conducted by Momus2006 LP, registered at 39/5 Granton Crescent, Edinburgh, United Kingdom, EH5 1BN, and Momus2006 Ltd., registered at Avlonos 1, Maria House, 1075, Nicosia, Cyprus.

**1.9** "Confidential Information" means any information of commercial or essential value for any of the Parties such as, but without limitation, financial reports and condition, trade secrets, know-how, prices, business information, products, strategies, databases, information about New Customers, other customers and users of the Bet it All Website, technology, marketing plans and manners of operation.

**1.10** "Intellectual Property Rights" means any copyrights, patents, trademarks, service marks, inventions, domain names, brands, business names, utility brands, rights in computer software, source codes, rights in databases and know-how, design rights, Confidential Information, registrations of the aforesaid and/or any other rights in the nature of the aforesaid.

**1.11** "Links" means Internet hyperlinks from the Affiliate Website(s) to the Bet it All Website.

**1.12** "Net Revenue" means in relation to casino: all monies received by Bet it All from New Customers in relation to casino activities less

• monies paid out to New Customers as winnings,

• bonuses and/or loyalty bonuses,

• administration fees,

• fraud costs,

• charge-backs,

• returned stakes

• monies paid out as duties or taxes 8) jackpot contribution and

• any commissions/fees due to third parties for providing/licensing games and/or games software; and for the avoidance of doubt, all amounts referred to above are only in relation to amounts generated from New Customers referred to the Bet it All Website by the Affiliate Website(s).

**1.13** "New Customer" means a new first time customer of the Company who:

• Has created a new Bet it All player account, registering directly after having been referred from the Affiliate Website(s) to the Bet it All Website;

• Has made a first deposit amounting to at least the applicable minimum deposit at the Bet it All Website in the Bet it All Website gaming account in accordance with the applicable terms and conditions of the Bet it All Website, but excluding the Affiliate, its employees, relatives and/or friends; and

• Is not already in Bet it All customer database (where the customer has previously closed his Bet it All player account and opened a new one through the Affiliate, such conditions shall be deemed not to be satisfied).

**1.14** "Parties" means the Company and the Affiliate (each a "Party").

**1.15** The Company is responsible for the Approved Marketing Material of the online gaming activities offered through the Bet it All Website.

**1.16** The Affiliate maintains and operates the Affiliate Website(s).

**1.17** This Agreement sets out the general terms and conditions of the Affiliate Program and is entered into between the Company and the Affiliate.

**1.18** By completing and accepting the Affiliate Application the Affiliate accepts and agrees to abide by all the terms and conditions

**1.19** This Agreement shall be binding on the Affiliate as soon as the Affiliate submits the Affiliate Application but shall **not** be binding or enter into effect in relation to the Company until the Company approves the said Affiliate Application.

# 2. Acceptance of Affiliate

**2.1** The Company shall evaluate the Affiliate Application hereby submitted and shall notify the

Affiliate in writing (via email) whether the Affiliate Application is accepted or not. The Company reserves the right to refuse any registration in its sole and absolute discretion. The Company's decision is final and not subject to any right of appeal.

## 3. Qualifying Conditions

**3.1** The Affiliate hereby represents and warrants that:

• it has, and will retain throughout the term of this Agreement, title and authority to enter into this Agreement, to grant the rights and perform all its obligations in this Agreement; • it has provided the Company with complete, valid and truthful information;

• it has obtained and will maintain in force all necessary registrations, authorizations, consents and licenses necessary to fulfill its obligations under this Agreement;

• it shall comply with all applicable laws and regulations in the performance of their obligations; and

• it fully understands and accepts the contents of this Agreement.

## 4. Responsibilities and Obligations of the Company

**4.1** Upon acceptance of the Agreement by the Affiliate, a unique player tracking code is assigned to the Affiliate, and the Affiliate is integrated in the technical platform of the Bet it All Website. By means of the player tracking code New Customers acquired via the Link(s) on the Affiliate Website and the bets placed during such sessions are registered and/or can be tracked.

**4.2** The Company shall provide the Affiliate with all information and Approved Marketing Material necessary for the implementation of the links and marketing materials. The Company shall not be responsible for the actual implementation of the links and marketing materials.

**4.3** The Company shall administer the turnover generated via the Links, record the net revenues and the total amount of commission earned via the Links, provide the Affiliate with commission statistics, and handle all customer services related to the business of the Company. A unique tracking identification code will be assigned to all New Customers.

**4.4** The Company shall pay the Affiliate its Commission depending on the traffic generated subject to the terms and conditions of this Agreement.

## 5. Company's Rights to refuse or close accounts and applicants

**5.1** The Company may refuse any applicant's New Customer or close a New Customer's account if in the sole opinion of the Company, such action is deemed to be necessary to comply with Bet it All internal policies and/or to protect the interest of Bet it All.

**5.2** The Company may refuse any applicant Affiliate and/or may close any Affiliate's account if in the sole opinion of the Company it is necessary to comply with Bet it All internal policies and/or to protect the interest of Bet it All. If the Affiliate is in breach of this Agreement, the Company may, besides closing the Affiliate's account take any other steps at law to protect its interests.

## 6. Responsibilities and Obligations of the Affiliate

**6.1** The Affiliate hereby warrants and undertakes:

• to use its best efforts to actively and effectively advertise, market and promote the Bet it All Website as widely as possible in order to maximize the Parties' benefits and that it will abide by the advertising guidelines of the Company as may be communicated to the Affiliate from time to time

and/or made accessible online;
• to market and refer potential players to the Bet it All Website at its own risk, cost and expense. The Affiliate will be solely responsible for the distribution, content, legality and manners of its marketing activities. All of the Affiliate's marketing activities must be professional, proper and lawful under applicable laws and regulations and in accordance with this Agreement;
• to use only links and materials provided within the scope of this Agreement
• to be responsible for the development, the operation, and the maintenance of the Affiliate Website(s) as well as for all material appearing on the Affiliate Website(s).

**6.2** The Affiliate hereby undertakes, represents and warrants that:

• It will not perform any act, and that the Affiliate Website(s) neither does nor will contain any material, which is libelous, discriminatory, obscene, threatening, unlawful or otherwise unsuitable or which contains sexually explicit, pornographic, obscene or graphically violent materials;

• It will not target any person who is under the legal age for gambling, and shall, for example, not provide facilities for gambling which are meant to appeal particularly to children or young people;

• It will not target any jurisdiction where gambling and the promotion thereof is illegal. The Affiliate shall not be eligible for any commission on any product which is promoted in any jurisdiction where it is illegal to do so.

• That it will not generate traffic to the Bet it All Website by illegal or fraudulent activity, particularly but not limited to by:
(i) sending spam or unsolicited mail in its attempt to refer New Customers to the Site; (ii) registering as a player or make deposits directly or indirectly to any player account through his tracker(s) for its own personal use and/or the use of its relatives, friends, employees or other third parties, or in any other way attempt to artificially increase the commission payable or to otherwise defraud Bet it All. Violation of this provision shall be deemed to be fraud;

(iii) that it will not present the Affiliate Website(s) in such a way that it might evoke any risk of confusion with the Bet it All Website and/or the Company or convey the impression that the Affiliate Website(s) is partly or fully associated with/from the Bet it All Website and/or the Company.

• Subject to the marketing material as may be forwarded by the Company and/or made available online through the website http://betitallaffiliates.com/, the Affiliate may not use the Bet it All Website or other terms, trademarks and other Intellectual Property Rights of the Company or its group companies unless the Company consents to such use in writing. For the avoidance of doubt, the Affiliate may not use Bet it All name or Intellectual Property Rights (including graphics and design material) in any bulk emails unless against prior written consent of the Company. The Company may terminate this Agreement if any spam complaints result from the Affiliate’s marketing activities in which Bet it All or any of its products/services have been referred to.

**6.3** The Company reserves the right to freeze the Affiliate’s account with immediate effect and/or deduct money from the Affiliate if any traffic is deemed to have been referred through fraudulent means or in breach of this Agreement.

# 7. Payment

**7.1** The Company agrees to pay the Commission to the Affiliate. The Commission shall be deemed to be exclusive of value added tax or any other applicable tax. The Affiliate shall be entitled to receive the Commission generated by the promotion of Bet it All products and services and by New Customers referred by the Affiliate.

**7.2** The Commission is calculated at the end of each month and payments shall be made by the 5th of the following calendar month, provided that the amount due exceeds €100. If the balance due is less than the minimum, it shall be accumulated and carried over to the following month and shall be payable when the total Commissions collectively exceed the Minimum Threshold.

**7.3** Payment of Commissions shall be made in accordance with the payment method chosen by the Affiliate in the Affiliate Application. If an error is made in the calculation of the Commission, the Company reserves the right to correct such calculation at any time.

**7.4** The Affiliate's acceptance of the payment of the Commission shall be deemed to constitute the full and final settlement of the balance due for the relevant period.

**7.5** If the Affiliate disagrees with the balance due as reported, it shall notify the Company within thirty (30) days from the date of payment and state the reasons of the disagreement. Failure to notify the Company within the prescribed time limit shall be deemed to be considered as an irrevocable acknowledgment of the balance due for the period indicated.

**7.6** The Company may in its sole discretion withhold the payment of any balance to the Affiliate for up to one hundred-and-eighty (180) days if the Company needs to investigate and verify that the relevant transactions comply with the provisions of the Agreement.

**7.7** No payment shall be due if the Company has reasons to believe that the traffic generated by the Affiliate is illegal or is in breach of any of the provisions of the Agreement.

**7.8** The Affiliate agrees to return all Commissions received based on fraudulent or falsified transactions and indemnify the Company for all costs and losses incurred in relation to such transactions (including, but without limitation, legal fees and costs).

**7.9** In the event of any system error, software malfunction, game bug, or other technical issue resulting in invalid or abnormal winnings (collectively, “System Errors”), all such winnings shall be deemed void. The Company reserves the right to cancel, adjust, or remove any transactions or balances related to System Errors. Any commissions or other payments to the Affiliate that were generated as a result of such invalid winnings shall also be considered void and may be withheld, reversed, or deducted from future payments to the Affiliate.

**7.10** The Affiliate shall have the sole responsibility to pay any and all taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority, department or other competent entity as a result of the compensation generated under this Agreement. The Company shall under no circumstances whatsoever be held liable for any such amounts unpaid but found to be due by the Affiliate and the Affiliate shall indemnify the Company in that regard in the event that the Company had to disburse such amount.

**7.11** High Roller Policy

1. If a Customer referred by You generates a negative Net Revenue of at least €10,000 in any given month, such Customer may be regarded a "High-Roller" and will be subject to the terms of this Section 7.11;
2. Negative net revenue generated by the High-Roller will be carried forward and offset against future negative net revenue generated by the same High-Roller;
3. The negative amount carried forward cannot be offset by other Referred Players' net revenue;
4. Future positive net revenue that a High-Roller generates in subsequent months will be reduced to nil before the final commission count until the High-Roller's carried-over negative NGR is entirely reimbursed for a limited period of up to six (6) months;
5. Future negative Net Gaming Revenue will not be added to a negative balance unless the High-Roller meets the qualifying criteria in subsequent months;

6. In the event that there is more than one High Roller in a given month, the negative amount carried forward will be proportionately distributed among them;
7. Any high rollers shall be disclosed to the Affiliate within ten (10) working days in the following month. The information about the negative balance generated by high roller(s) will be reported by the Affiliate Manager.

**7.12** If the Affiliate demonstrates low or no promotional activity for three (3) consecutive calendar months - including, without limitation, a lack of communication with the Company and/or engagement in referring New Customers - the Company reserves the right to implement corrective measures. Such measures may include, taking into account the nature of the Affiliate's operations, historical performance, and previous communication:

a) adjusting the Affiliate's current commission plan to the 0% Revenue Share tier available on the platform; and/or
b) reclassifying the Affiliate's status from NNCO to NCO.

The Company shall provide the Affiliate with written notice prior to the effective date of any such changes.
If the Affiliate fails to take corrective action to improve performance within one (1) month from the date of the written notice, the Company may implement the adjusted commission structure without further notice. If the Affiliate subsequently demonstrates improved activity, the Company may review and restore the previous commission arrangement at its sole discretion.

**7.13** If the Affiliate removes the Company's brand from any agreed traffic source - including, but not limited to, websites, review platforms, paid placements, social media posts, streaming content, newsletters, or any other promotional channels - without prior written notice to the Company, and fails to inform the Company within fourteen (14) days of such removal or the advertisement end date, the Company reserves the right to adjust the Affiliate's commission plan. Such adjustment may include transferring the Affiliate commission plan to the 0% Revenue Share tier. After such adjustment, the Affiliate shall remain under a Revenue Share model with status NCO. An exception shall apply only if the Affiliate provides the Company with justified and documented operational reasons for such removal within the fourteen (14) day notification period.

# 8. Affiliate Website(s) and the Links

The Affiliate expressly acknowledges and agrees that the use of the Internet and compliance with the terms of this Agreement are at the Affiliate's own risk. The Company makes no guarantee in relation to the accessibility of the Bet it All Website at any particular time or any particular location. The Company shall in no event be liable to the Affiliate or anyone else for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of, the Bet it All Website.

**8.1** During the term of this Agreement, the Links shall be prominently displayed on the Affiliate Website(s) in accordance with what is agreed between the Company and the Affiliate.

**8.2** The Company has the right to monitor the Affiliate Website(s) in order to ensure the Affiliate's compliance with the terms and conditions of this Agreement and the Affiliate shall provide the Company with all data reasonably requested in order to perform such monitoring.

**8.3** The Affiliate shall not register or purchase domain names, keywords, search terms or other identifiers for use in advertising or search or referral services which are similar or identical with the Intellectual Property Rights of the Company and its group companies or which include the word "Bet it All" or variations thereof. The Affiliate shall not create any applications or Internet pages falsely representing Bet it All in any way, shape or form on any social media channels (including, but not limited to, Facebook, Google +, Twitter etc.).

**8.4** The Affiliate shall not take any action which could cause any confusion as to the Company's

or the Bet it All Website's relationship with the Affiliate and the Affiliate Website(s).

**8.5** The Affiliate shall ensure that any marketing communication sent to customers, shall only be received by individuals who are of legal age in the jurisdiction where they reside

# 9. Termination

**9.1** This Agreement may be terminated by either Party by giving thirty (30) days written (by email) notice to the other Party, provided that this Agreement shall be automatically terminated in the event that Bet it All is precluded from offering the online gaming services to customers through the Bet it All Website preceding thirty (30) days.

**9.2** The Parties hereby agree that on termination of this Agreement:

• the Affiliate must remove all references to the Bet it All Website from the Affiliate Website(s) and communications, irrespective of whether the communications are commercial or otherwise;

• all rights granted to the Affiliate under this Agreement shall immediately terminate and the Affiliate shall cease the use of any Intellectual Property Rights vested in the Company and the Bet it All Website;

• the Affiliate will only be entitled to such Commission that is earned but unpaid as of the effective termination date of this Agreement; however provided that the Company may withhold the Affiliate's final payment for a reasonable time to ensure that the correct amount is paid. The Affiliate will not be eligible to earn or receive Commissions after the effective termination date;

• if this Agreement is terminated by the Company due to the Affiliate's breach of any terms and conditions of this Agreement, the Company shall be entitled to withhold the Affiliate's earned but unpaid Commissions as of the termination date as collateral for any claim arising from such breach and it shall be in its sole discretion whether to pay such earned by unpaid Commissions to the Affiliate;

• the Affiliate must return to the Company any and all Confidential Information (and all copies and derivations thereof) in the Affiliate's possession, custody and control; and

• the Affiliate will release the Company from all obligations and liabilities occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination. Termination will not relieve the Affiliate from any liability arising from any breach of this Agreement, which occurred prior to termination and/or to any liability arising from any breach in relation to Confidential Information even if the breach arises at a time following the termination of this Agreement.

# 10. Liabilities and Indemnification

**10.1** The Company shall not be liable (in contract, tort, breach of statutory duty or in any other way) for:

- any economic losses, including but without limitation, loss of profits, revenues, business, contracts or anticipated savings);
- any indirect or consequential losses; or
- any loss of goodwill or reputation.

**10.2** The Affiliate agrees to defend, indemnify and hold the Company and its group companies/affiliates, successors, officers, employees, agents, directors, shareholders and attorneys, free and harmless from and against any and all claims and liabilities, including reasonable legal and expert fees, related to or arising from:

• any breach of Affiliate's representations, warranties or obligations under this Agreement; • save for the provisions of clause 6.4, the Affiliate's use (or misuse) of the marketing material and the Company's and/or its group companies' Intellectual Property Rights; • all conduct and activities occurring under Affiliate's user ID and password;

• any defamatory, libelous or illegal material contained on the Affiliate Website(s) or Affiliate's information and data;

• save for the provisions of clause 6.4, any claim or contention that the Affiliate Website(s) or the Affiliate's information and data infringes any third party's intellectual property rights or violates any third party's rights of privacy or publicity;

• third party access or use of the Affiliate Website(s) or the Affiliate's information and data; • any claim related to Affiliate Website(s) or the Links; and

• any violation of this Agreement or any applicable laws.

**10.3** The Company and its group companies reserves the rights to participate, at its own expense, in the defense of any matter or claim in relation to the above.

# 11. Confidentiality

**11.1** All Information shall be treated as confidential. The Affiliate shall use the Confidential Information only for the purposes necessary to further the commitments of this Agreement. For avoidance of doubt, the Affiliate must not use the Confidential Information for any own commercial purpose or any other purpose other than those in this Agreement.

**11.2** The Affiliate agrees to avoid disclosure or unauthorized use of the Confidential Information to third persons or outside parties unless with the Company’s prior written consent

**11.3** This clause 11 shall survive the termination of this Agreement.

# 12. Intellectual Property

**12.1** Nothing contained in this Agreement will grant either Party any right, title to or interest in the Intellectual Property Rights of the other Party. For the avoidance of doubt, nothing in this Agreement shall constitute any license, assignment, transfer or any other right to any Intellectual Property Rights. It is understood that the Affiliate only has a right of use of the Approved Marketing Material provided by the Company.

**12.2** All Intellectual Property Rights created and/or deriving from this Agreement, (including, but without limitation, advertising materials, databases and personal data) shall be and become the sole property of the Company without any rights to the Affiliate.

**12.3** At no time during or after the term of this Agreement shall a Party attempt, challenge, assist or allow others to challenge or to register or attempt to register the Intellectual Property Rights or any rights similar to the Intellectual Property Rights of the other Party or of any group companies of the other Party.

# 13. Relationship of the Parties

**13.1** Nothing contained in this Agreement, nor any action taken by any Party to this Agreement, shall be deemed to constitute either Party (or any of such Party's employees, agents, or representatives) as an employee, agent or legal representative of the other Party, nor to create any partnership, joint venture, association or syndication among or between the Parties, nor to confer on either Party any express or implied right, power or authority to enter into any agreement, commitment or to impose any obligation on behalf of the other Party.

## 14. Miscellaneous

**14.1** In case of any discrepancy between the meanings of the English version of this Agreement and any non-English translation of this Agreement, the English version shall prevail.

**14.2** Should one of the contractual provisions in this Agreement be or become invalid or unenforceable, such provision will be replaced by one which shall come as close as possible to the commercial purpose of the void provision. All other provisions of this Agreement shall continue in full force and effect.

**14.3** No waiver in relation to this Agreement will be implied from conduct or failure to enforce any rights and all waivers must be in writing to be effective.

**14.4** Any notice given or made under this Agreement to the Company shall be sent by email to and marked for the attention of the Affiliate Manager of the Bet it All Website unless otherwise notified by the Company. The Company shall send all notices by email to the email address supplied by the Affiliate in the Affiliate Application.

**14.5** The Affiliate may not assign this Agreement or any rights hereunder, by operation of law or otherwise, without the prior written consent of the Company. The Company may assign this Agreement and all its rights hereunder to any group company or third party.
**14.6** The Company's failure to enforce the Affiliate's adherence to all terms outlined in the Agreement shall not be construed to constitute a waiver of the right to enforce such right.

**14.7** The Company and the Affiliate will work in close cooperation at all times for the mutual benefit of making the provision of services in line with this Agreement a successful collaboration.

**14.8** Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a cause beyond its reasonable control, including but not limited to labor 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) days then either Party may terminate this Agreement with immediate effect by providing a written notice.

## 15. Amendments to this Agreement

The Company reserves the right to, at any time and at its sole discretion, with or without giving any prior notice to the Affiliate, amend, alter, delete or add any of the provisions of this Agreement. When possible, a notice of the amendments will be sent to the Affiliate's registered email address and such notice will be deemed to be served once sent by the Company. The Affiliate's continuing participation in the Affiliate Program after any amendments or modifications have been made public will be deemed as the Affiliate's acceptance of the new terms and conditions.

## 16. Governing Law & Jurisdictions

The validity, construction and performance of this Agreement and any claim, dispute or matter arising under or in connection to this Agreement or its enforceability shall be governed and construed in accordance with the laws of Malta. Each Party irrevocably submits to the Malta Arbitration Centre, Malta, over any claim, dispute or matter under or in connection with this Agreement and/or its enforceability.