

# Affiliate Program agreement - Terms and Conditions

This is an agreement ("The Affiliate Agreement") between you ("you" or "Affiliate") and [www.Jackpotlatino.com](http://www.Jackpotlatino.com) ("Company", "us", "we" or "Affiliate Program").

You will be deemed to have read, understood, and agreed to the Affiliate Agreement by signing up for the Affiliate Program, accessing and using any of our marketing tools, or accepting any bonus, Commission, or reward, whether described in the Affiliate Agreement or elsewhere as a part of our Affiliate Program.

We reserve the right to change this Agreement from time to time. Even though we will try to let you know whenever there are updates, we recommend you visit this page frequently. Your continued use of the Affiliate Program will constitute your consent to the updated Agreement.

## 1. DEFINITIONS

1.1 "Affiliate" refers to the individual or organization that participates in the affiliate program.

1.2 The account the Affiliate creates after submitting an Affiliate Application to participate in the Affiliate Program and having it authorized by the Company is referred to as the "Affiliate Account."

1.3 The term "Affiliate Agreement" refers to all of the terms and conditions outlined in this document, (ii) the terms and conditions of the Commission Structures that apply to the various goods and brands, and (iii) any additional rules or policies of the Company and/or Websites that are periodically communicated to the Affiliate.

1.4 "Affiliate Application" means the application made by the Affiliate to participate in the Affiliate Program.

1.5 "Affiliate Links" means internet hyperlinks the Affiliate uses to link from the Affiliate Website(s) or any other third party website to Company Websites.

1.6 The term "Affiliate Program" refers to a partnership between the Company and the Affiliate in which the Affiliate advertises the Company's websites and establishes affiliate links to the Company's websites from the Affiliate Website(s). Subject to the terms of this Affiliate Agreement and the appropriate product-specific Commission Structure, the Affiliate is compensated for such services with a commission based on the traffic produced to the Company's websites.

1.7 The term "Affiliate Wallet" refers to an online wallet created in the Affiliate's name and into which the Company pays the Commission and any other payments the Affiliate is entitled to receive and from which the Affiliate may withdraw funds by the Affiliate Agreement.

1.8 Any website that is managed, run, or in any other way controlled by the Affiliate is referred to as an "Affiliate Website."

1.9 "Company" shall mean the brand: <https://www.Jackpotlatino.com> – operated by Santeda International B.V. (registration number: 151296).

1.10 “Company Websites” means the website <https://www.Jackpotlatino.com> or other such websites (including mirror websites) as may be added to this Affiliate Program from time to time.

1.11 “Commission” means the percentage of the Net Gaming Revenue, or, where applicable, a fixed amount for a New Customer (CPA structure) as set out in the Commission Structures.

1.12 Any specific compensation plans that the Company and the Affiliate have expressly agreed upon are referred to as “Commission Structures.”

1.13 “Confidential Information” means any information of commercial or essential value relating to the Company, such as but not limited to financial reports, trade secrets, know-how, prices and custom quotes, business information, products, strategies, databases, technology, information about New Customers, other customers and users of Company Websites, marketing plans and manners of operation.

1.14 “Intellectual Property Rights” means any copyrights, trademarks, service marks, domain names, brands, business names, and registrations of the previously mentioned and/or any other similar rights of this nature.

1.15 “Net Gaming Revenue” or “NGR” means all monies received by Company from New Customers as placed bets, less (a) winnings returned to New Customers, (b) issued bonuses, (c) net balance corrections, (d) administration fees, (e) fraud costs and chargebacks. To avoid doubt, all Net Gaming Revenue amounts mentioned above are only related to New Customers referred to Company Websites by the Affiliate Website(s).

1.16 In accordance with the relevant terms and conditions of the Company Websites, a “New Customer” is a new, first-time customer of the Company who placed the first deposit amounting to at least the applicable minimum deposit. This excludes the Affiliate, its employees, relatives, and friends.

1.17 “Parties” means Company and the Affiliate (each a “Party”).

1.18 “Personal Data” means any information relating to any person, whether individual or legal, that may be identified directly or indirectly

## **2. AFFILIATE OBLIGATIONS**

### **2.1 Creating an Affiliate Account, becoming an Affiliate**

By checking the appropriate box while submitting the Affiliate Application, you must agree to these terms and conditions to join our affiliate program. The Affiliate Agreement will be inseparably linked to the Affiliate Application.

Our decision to accept or reject an Affiliate Application shall be at our discretion and shall not be subject to review or appeal. We will let you know whether or not your affiliate application was accepted through email.

All over Affiliate Agreement's terms, you will provide any supporting documents needed by the Company to confirm the accuracy of the information in the Affiliate Application and Affiliate Account. This supporting documentation may include but is not limited to, bank statements, identification documents for an

individual or entity, address verification, etc.

It is solely your responsibility to make sure that any information you give us when signing up for the Affiliate Program is accurate and maintained current at all times.

## 2.2 Affiliate Account login credentials

You are solely responsible for ensuring that your affiliate account's login information is kept private and safe at all times.

Your failure to appropriately protect your login information may result in unauthorized use of your Affiliate Account, which is entirely your fault. Under your Affiliate Account user ID and password, you are still entirely accountable and liable for all such activity (whether you undertook such activity or not). If you suspect unauthorized or illegal use of your affiliate account, you must notify us immediately unauthorized or illegal use of your affiliate account; you must notify us right away.

## 2.3 Participation in an Affiliate Program

It is intended for the Affiliate to participate directly in the affiliate program. It is unacceptable to open an affiliate account on behalf of a third party or transfer an affiliate account. Affiliates must contact us and ask for permission if they want to migrate an account to another beneficial owner. Additionally, you may not open more than one Affiliate Account without receiving our written approval; you may not open more than Affiliate Account.

When you sign up for the Affiliate Program, you agree to actively market, advertise, and promote the Company Websites through the Affiliate Agreement and any updated policies the Company may issue. You will make sure that all actions you take by the Affiliate Agreement are in the Company's best interests and do not harm the Company's goodwill or reputation.

You are officially allowed to link to the Company Website using Affiliate Links or other approved content from time to time. You may only advertise on our behalf using this approach.

## 2.4 Affiliate Website

The creation, management, and maintenance of the Affiliate Website and all content that appears there will be your responsibility. You are responsible for ensuring that the Affiliate Website abides by all relevant laws and operates as a respectable website, including the General Data Protection Regulation (GDPR).

You won't display the Affiliate Website in a way that could lead people to mistake it as one of the Company Websites or to believe it is operated or owned by the Company.

The Affiliate Website shall not contain any libelous, discriminatory, defamatory, or otherwise objectionable material, including, without limitation, any material that is violent, obscene, insulting, or pornographic or material that would be prohibited in the target country).

## 2.5 Valid traffic and Bona fide principle

Using branded keys for contextual advertising placement will not lead to traffic. Branded traffic cannot be

routed to company websites. You hereby agree that any New Customer acquired with branded keys for the placement of contextual advertising is not considered a New Customer for purposes of the Affiliate Agreement. Depending on the Company's decision, any commission related to such new customers may be frozen or not paid.

You will not generate traffic to Company Websites by registering as a New Customer, directly or indirectly (for example, by using associates, family members, or other third parties). Such behavior shall be deemed as fraud.

Additionally, you won't endeavor to profit from traffic that wasn't created legitimately. You must report to us immediately if you have any cause to believe that a new customer you recommended was involved in bonus abuse, money laundering, fraud, or another misuse of online gaming platforms.

You hereby acknowledge that any New Customer (whether alerted by you or later discovered by us) who is proven to be a bonus abuser, money launderer, fraudster, or who aids in any type of affiliate fraud does not count as a legitimate New Customer under the Affiliate Agreement. As a result, no Commission will be paid to these New Customers.

You acknowledge that if a large winning occurs at the end of the current month (from 20th through 30/31) and a player's balance is lost in the following month, such funds will not be included in the commission fees of the Partner under the terms of the Revenue Share or Hybrid deals.

You hereby acknowledge that such traffic shall be deemed motivated under the Affiliate Agreement if 50% of New Customers of your overall traffic volume made only a minimal first deposit during the current month. Depending on the Company's decision, any Commission related to such New Customers may be frozen or not payable.

You acknowledge that your whole traffic volume will be recognized as motivated if more than 50% of New Customers in your overall traffic volume made only a minimal first deposit during the current month. The Company can refuse to reimburse the Commission in this case for the traffic.

You hereby acknowledge that 20% of your total number of New Customers will not be considered real New Customers for the Affiliate Agreement if they are determined to be bonus abusers, money launderers, fraudsters, or assisted in any kind of affiliate fraud. As a result, no Commission will be paid for all of your traffic.

To verify the quality of your traffic and to check for fraudulent activity, the Company has the right to ask you via email or to alert you via other instant messengers (Skype, Telegram, etc.) to suspend your traffic. You agree that the traffic will stop once you receive a suspension notification from the Company. Any new customers who signed up after you received this notification will not be considered legitimate new customers. Depending on the Company's decision, any Commission related to such New Customers may be frozen or not payable.

The Company may unilaterally end the Partner's present Agreement and establish a new one after giving the Partner one (1) bank day's notice. Low-quality traffic and low conversion rates that could result in a negative balance are two examples of reasons for cancellation, but they are not the only ones.

You hereby acknowledge that all subsequent traffic brought by the Partner (registrations, first deposits, and subsequent deposits) will be paid under the terms of a new deal following the cancellation of the current deal and setting alone with unilateral notification one (1) bank day in

advance.

For our information: Using the tracking link to create a player account is not allowed by an affiliate. You must first get in touch with the Company if you want to create a player account through your tracking link for testing. However, the Company will not pay out any winnings generated on a test account.

## 2.6 Unsuitable websites

You will not post digital ads with our intellectual property on inappropriate websites or use affiliate links elsewhere (whether owned by a third party or otherwise).

Unsuitable websites include, but are not limited to, websites that are aimed at children, display illegal pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or in any way violate the intellectual property rights of any third party or the Company, or breach any relevant advertising regulations or codes of practice in any territory where such Affiliate Links or digital advertisements may be featured.

## 2.7 Affiliate Links

The Affiliate Website shall prominently display the Affiliate Links alongside all other sales links.

Within the parameters of the Affiliate Program, you may only use Affiliate Links that the Company provides. It is also against the rules to mask your Affiliate Links, such as by hiding the source of the traffic to the Company's websites.

## 2.8 Email and SMS marketing

You must first acquire our authorization before sending any emails or SMS messages to persons that (i) contain any of the Company's intellectual property rights or (ii) otherwise seek to promote Company Websites.

Consider that the Company gives you this authorization. If so, you must ensure that each recipient's expressed authorization to send them marketing communications in the format they choose (e.g., by SMS or email) and that they have not chosen to opt out of receiving them. Additionally, you must make it obvious to the receiver that all marketing correspondence comes from you and not our Company.

## 2.9 Use of Company Intellectual Property Rights

Any use of the Company's Intellectual Property Rights must be in accordance with any brand guidelines issued to you from time to time and are always subject to the approval required in the clause below.

You will not register domain names, search terms, or other identifiers for use in any search engine, portal, app store, sponsored advertising service, or another referral service that is identical to any of the Company's trademarks or otherwise include the Company trademarks.

## 2.10 Approved creative

You would not use any advertising layout or creative (including banners, images, logos) incorporating our Intellectual Property Rights unless the advertising layout or creative was provided to you by the Company or (if you create advertising layouts) without the advance written approval of the Company. You will not modify the appearance of any advertising provided to you or for which approval was granted.

It is your responsibility to seek approval from Company in time for the launch of any advertising campaign or creative, to ensure you have written approval from the Company concerning advertising, and to be able to evidence such approval upon request.

#### 2.11 Loyalty Programs

You won't offer any cash-back, value-back, or comparable programs except those provided on the Company's websites.

#### 2.12 Responsible Gaming

Responsible gaming and avoidance of gambling addiction are priorities for the Company. You consent to actively assist the Company in spreading the message of responsible gaming. In particular, you agree to refrain from using any materials or directing your efforts toward anyone younger than 18 or the local gambling age limit.

#### 2.13 Illegal activity

You won't aim for any area or region where gambling is prohibited. You'll behave in accordance with the relevant and/or applicable laws. You won't engage in unlawful behavior through the Affiliate Program or elsewhere.

We also want to let you know that if any of the above terms are broken, any affiliate commissions will be frozen and taken away, and your account will, after that, be blocked.

The Affiliate is entirely responsible for any illegal actions.

#### 2.14 Data Protection and Cookies

You shall at all times comply with the General Data Protection Regulation (GDPR) and any existing or new data protection acts, regulations, or laws applicable to your territory. This includes all applicable legislation and/or regulations relating to the use of 'cookies.'

#### 2.15 Cost and expense

All risks, fees, and expenses incurred in carrying out your responsibilities under the Affiliate Agreement shall be your responsibility.

#### 2.16 Company monitoring of Affiliate activity

You agree to provide the Company with all necessary information and assistance so that it can monitor your activities as a member of the Affiliate Program.

#### 2.17 wrongfully paid commissions

In violation of the Affiliate Agreement or in connection with fraudulent or faked transactions, the Affiliate agrees to immediately return all commissions based on New Customers directed to the Company upon request.

### **3. AFFILIATE RIGHTS**

#### **3.1. Right to direct New Customers**

Throughout the length of this Affiliate Agreement, we hereby grant you the non-exclusive, non-assignable right to refer New Customers to the Company Websites that we have mutually agreed upon, in strict accordance with the provisions of the Affiliate Agreement. You shall not be entitled to any commission or other payment on any business obtained by individuals or organizations other than you.

#### **3.2. License to use Company Intellectual Property Rights**

In connection with the display of the promotional materials on the Affiliate Website or in other locations that may have been expressly approved (in writing) by the Company, we hereby grant you a non-exclusive, non-transferable license to use the Company Intellectual Property Rights during the term of this Affiliate Agreement. You are not permitted to sublicense, assign, or otherwise transfer this license.

#### **3.3. Players' Personal Data**

It is agreed that the Affiliate shall not have access to any Personal Data of the Company's clients for the services provided under this Agreement.

### **4. COMPANY OBLIGATIONS**

4.1. We will make every effort to get you all the documentation and details needed for setting up the Affiliate Links.

4.2. If you direct New Customers to the Company Websites, we may register them and keep track of their transactions at our sole discretion. We hold the right to reject new customers (or to terminate their accounts) if doing so is necessary to uphold any guidelines we might periodically impose.

4.3. We shall make available monitoring tools that enable you to monitor your Affiliate Account, the level of your Commission, and the payment thereof.

4.4. We will manage our commercial connection and use the following personal information of an Affiliate or any Affiliate employee as follows: your username for logging in, your email address, your name, date of birth, your country and address, your telephone number, and financial data to ensure a high level of security, fulfill the AML legal requirements and for managing our business relationship.

4.5. Subject to your strict adherence to the Affiliate Agreement, we shall pay you the Commission by Clause 6.

### **5. COMPANY RIGHTS AND REMEDIES**

The Company shall have the following remedies available in the event of your violation (or, where applicable, alleged breach) of this Agreement, negligence in performance under the Affiliate Program, or failure to comply with your responsibilities under this Agreement:

1. a) The right to terminate your participation in the affiliate program for however long it takes to look into possible violations of the affiliate agreement. Payment of Commissions will also be stopped during this time period;
2. b) The rights to reject any Commission or other payments made to the Affiliate in connection with any particular campaign, traffic, creation, or activity made or carried out by the Affiliate that violates the Affiliate Agreement;
3. c) The authority to deduct from Commissions any sums that the Company deems appropriate to cover any indemnities provided by the Affiliate under this Agreement or to cover any liabilities of the Company resulting from the Affiliate's violation of the Affiliate Agreement;
4. d) Immediately terminate the Affiliate Agreement;
5. e) The right to withhold funds from the Affiliate Wallet if they are not withdrawn within 3 (three) months after the date the Affiliate Agreement is terminated in line with article 8.1.

Our rights and remedies detailed above shall not be mutually exclusive.

## **6. COMMISSION AND PAYMENT**

6.1. You will get Commission in accordance with the Commission Structure, provided that you abide by the terms of the Affiliate Agreement. In compliance with this article, we reserve the right to modify the Commission percentage and its calculation method.

6.2 Unless otherwise specified, the Commission is calculated at the end of each month. Monthly payments must be made in arrears and received no later than the 20th of the following month.

6.3. The Affiliate Wallet will be used to pay out Commission. Before a withdrawal may be accessible, Affiliates may need verification and "know your customer" data due to existing laws.

6.4. If otherwise agreed, a minimum amount of €500 (five hundred euros) may be withdrawn from the Affiliate Wallet at one time.

6.5. If a mistake was made in the commission calculation, the Company has the right to correct it at any time. It will compensate the Affiliate for any underpayment or reclaim any overpayment.

6.6. The Affiliate may be provided the opportunity to restructure its commission structure at the Company's sole discretion.

6.7. Acceptance of a Commission payment by the Affiliate shall represent the complete and complete payment of the outstanding balance for the applicable period. Let's say the Affiliate doubts the reported balance paid. In that situation, they must give the Company written notice of the disagreement within fourteen (14) calendar days and fully specify its grounds. If the Company is not notified within this

timeframe, it will be assumed that you have accepted the payments made for the applicable period in full.

6.8. The Commission will be considered exclusive of all applicable taxes, including value-added taxes. As a result of the compensation received under the Affiliate Agreement, the Affiliate shall be responsible for paying any taxes, levies, charges, and any other money owed or due to any tax authority, department, or other competent entity.

6.9 In the case of partnership on a Hybrid and CPA basis, several stipulations should be taken into account:

Negative Revenue Share will be deducted from the CPA part of the Commission. This stipulation takes effect unless otherwise agreed with the affiliate manager beforehand.

Duplicate accounts and self-excluded players will be deducted from the CPA part of the Commission. This stipulation would take effect unless the alternative was discussed with the affiliate manager beforehand.

In cases certain CAP was negotiated with a partner, a commission will be paid only for the negotiated number of FTDs.

The initial test cap is paid if an Affiliate can generate at least 10 FTDs (for any brand) facing all discussed requirements.

If not, we reserve the right not to proceed with the withdrawal until the requirements discussed beforehand are fulfilled.

A first-time deposit (lead) that is generated is paid if a deposit was made within 60 days since a lead had made a registration. A lead who made a first-time deposit after a specified period of time (60 days) is not paid.

The initial test cap is paid if an Affiliate can generate at least 10 FTDs (for any brand) facing all discussed requirements.

If not, we reserve the right not to proceed with the withdrawal until the requirements discussed beforehand are fulfilled.

Please note that if a big win occurs and a player's balance is lost, such funds shall not be considered part of the commission fee relying on the Terms & Conditions of the Revenue Share and a Hybrid models.

#### 6.10 Available payment methods.

Within the affiliate program of Jackpot Latino, affiliates can withdraw their commission funds. For information on the available payment methods, please contact: [Affiliates@Jackpotlatino.com](mailto:Affiliates@Jackpotlatino.com).

## **7. CONFIDENTIAL INFORMATION**

You might periodically be given access to confidential information about our operations, Company, underlying technology, or the Affiliate Program during the period of the Affiliate Agreement (including, for example, the Commissions earned by you under the Affiliate Program).

Except with our prior written consent, you agree to refrain from disclosing or using any such confidential information without authorization from third parties or outside parties. Additionally, you consent to use the private data just for the Affiliate Agreement. After this Agreement expires, you still have to abide by the terms of this clause.

You also agree not to publicly disclose your involvement in the Affiliate Program through a press release or other similar communication without the Company's prior written consent (with approval of the exact content to be approved by the Company).

## **8. TERM AND TERMINATION**

### **8.1. Term**

The Affiliate Agreement's term will start when you are accepted as an Affiliate and will last until either Party gives the other Party written notice that it wishes to terminate the Agreement. The Agreement will end in this situation 30 days after the notice is submitted. Email distribution for notice of termination is regarded as a written and immediate form of notice.

For the avoidance of doubt, Company may also terminate (in line with Clause 5 above) at any time with immediate notice if the Affiliate has breached the Agreement or has been negligent in some other way.

### **8.2. Affiliate actions upon termination**

Immediately after termination, you must remove all Company banners and other promotional materials from the affiliate website and disable all affiliate links leading to all Company websites.

You will instantly lose access to all of the rights and licenses granted to you under the Affiliate Agreement. You agree to return all copies and confidential material in your possession. You will stop using all of the Company's intellectual property rights.

### **8.3. Commission**

All Commissions related to any New Customers directed to Company during the term will not be payable to the Affiliate from the date of termination if the Affiliate Agreement is terminated for any reason.

## **9. MISCELLANEOUS**

### **9.1. Disclaimer**

We make no express or implied warranties or representations concerning the Affiliate Program about the

Company or the Commission payment arrangements (including, without limitation, functionality, warranties of fitness, merchantability, legality, or non-infringement). In addition, we make no representation that the operation of our sites will be uninterrupted or error-free and will not be liable for the consequences, if there are any. In the event of a discrepancy between the reports offered in the Affiliate Account system and the Company database, the database shall be deemed accurate.

#### 9.2. Indemnity and Limitation of Liability

You agree to respect and hold harmless the Company, our directors, employees, and agents from and against any and all liabilities, losses, damages, and costs, including attorney fees, arising out of or in any way connected with (a) any violation by you of any term of the Affiliate Agreement, (b) the fulfillment of your obligations and duties under the Affiliate Agreement, (c) your negligence, or (d) any harm brought on by your mistakes or intentional conduct.

The Company shall not be held liable for any direct or indirect, special, or consequential damages (or any loss of revenue, profits, or data), any loss of goodwill or reputation arising in connection with the Affiliate Agreement or the Affiliate Program, even if we have been advised of the possibility of such damages.

#### 9.3. Non-Waiver

Our failure to enforce your strict performance of any provision of the Affiliate Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of the Affiliate Agreement.

#### 9.4. Relationship of Parties

There is no partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Company and the Affiliate as a result of the Affiliate Agreement. Instead, the Company and the Affiliate are independent contractors. No offers or representations may be made or accepted on our behalf by you. On your website or elsewhere, you won't say anything that would violate the terms of this affiliate agreement.

#### 9.5. Force Majeure

Neither Party shall be liable to the other for any delay or failure to perform its obligations under the Affiliate 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 another casualty. If such an event occurs, the non-performing Party is excused from whatever performance is prevented by the event to the extent prevented if the force majeure event subsists for a period exceeding thirty (30) calendar days. Either Party may immediately terminate the Affiliate Agreement by providing a written notice.

#### 9.6. Assignability

You may not assign the Affiliate Agreement, by operation of law or otherwise, without our prior written consent.

#### 9.7. Severability

Any term/Clause of the Affiliate Agreement that is illegal, void, or unenforceable will only have an impact on that particular provision and not the rest of the Affiliate Agreement or any other element of this Agreement.

#### 9.8. Language

The language of the Affiliate Agreement is English. The English version shall prevail over any other language version in case of a dispute or conflict

#### 9.9. Modification of Terms & Conditions

Anytime and at our sole discretion, we may change any of the terms and conditions of the Affiliate Agreement by posting a change notice or a new agreement on our website. Modifications might, for instance, alter the characteristics of the Affiliate Program and Commission's rules.

You must end the affiliate agreement if any modification is objectionable to you. Following our posting of a change notice or new Agreement, your continued participation in our affiliate program will be deemed your binding acceptance of the modification or the new Agreement

#### 9.10. KYC document request, casino has right to require personal documents for the KYC purposes to ensure compliance with Terms & Conditions.

#### 9.11. Additional agreement IO in case of additional terms