

# Terms and conditions

## 1. Definitions

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; any other rules and/or guidelines of the Company and/or the Wazbee Website made known to the Affiliate from time to time.
2. "Affiliate" means you, the person or entity, who applies to participate in the Affiliate Program.
3. "Affiliate Program" means the collaboration between the Company and the Affiliate whereby the Affiliate will promote the Wazbee Website and create the Links from the Affiliate Website(s) to the Wazbee Site and thereby be paid a commission as defined under this Agreement depending on the traffic generated to the Wazbee Website subject to the terms and conditions of this Agreement and to the applicable Casino Commission Structure.
4. "Affiliate Website(s)" means one or more websites on the Internet which are maintained and operated by the Affiliate. "Wazbee " means the Company and any related group company responsible for the operational activities of the Wazbee Website.
5. "Wazbee Website" / "The Site" means the website with domain name [www.wazbee.casino](http://www.wazbee.casino) and any other domain names as applicable in other jurisdictions.
6. "Commission" means the income the Affiliate earns based on the promotion of Wazbee products and services and by players referred by the Affiliate to Wazbee .
7. "Company" means JER-TEAM N.V. (here and after [www.wazbee.casino](http://www.wazbee.casino)), a company registered and established under the laws of Curacao, which has an agreement with Antillephone N.V for its gaming license No. 8048/JAZ2022-062. JER-TEAM N.V. registration number is 160979 and its registered address is at Dr. M.J. Hugenholtzweg 25, Unit 11 Willemstad Curacao, D.W.I. All payment procedures are operated by JER-TEAM LIMITED with a registered address at Avlonos 1, MARIA HOUSE, 1075, Nicosia, Cyprus.
8. "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 Wazbee Website, technology, marketing plans and manners of operation.
9. "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.

10. "Links" means Internet hyperlinks from the Affiliate Website(s) to the Wazbee Website.
11. "Net Revenue" means in relation to casino: all monies received by Wazbee 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; jackpot contribution; 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 Wazbee Website by the Affiliate Website(s).
12. "New Customer" means a new first-time customer of the Company who: Has created a new Wazbee player account, registering directly after having been referred from the Affiliate Website(s) to the Wazbee Website; Has made a first deposit amounting to at least the applicable minimum deposit at the Wazbee Website in the Wazbee Website gaming account in accordance with the applicable terms and conditions of the Wazbee Website, but excluding the Affiliate, its employees, relatives and/or friends; and is not already in the Wazbee customer database (where the customer has previously closed his Wazbee player account and opened a new one through the Affiliate, such condition shall be deemed not to be satisfied).
13. "Parties" means the Company and the Affiliate (each a "Party").
14. The Company is responsible for the Approved Marketing Material of the online gaming activities offered through the Wazbee Website.
15. The Affiliate maintains and operates the Affiliate Website(s).
16. This Agreement sets out the general terms and conditions of the Affiliate Program and is entered into between the Company and the Affiliate.
17. By completing and accepting the Affiliate Application the Affiliate accepts and agrees to abide by all the terms and conditions.
18. 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**

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.
2. 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**

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**

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 Wazbee 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.
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.
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. 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**

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 Wazbee internal policies and/or to protect the interest of Wazbee .
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 Wazbee internal policies and/or to protect the interest of Wazbee . 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**

1. The Affiliate hereby warrants and undertakes: to use its best efforts to actively and effectively advertise, market and promote the Wazbee 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 Wazbee 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).

2. The Affiliate hereby undertakes, represents and warrants that: 1) 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; 2) 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; 3) 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; 4) it will not generate traffic to the Wazbee Website by illegal or fraudulent activity, particularly but not limited to by: a) sending spam or unsolicited mail in its attempt to refer New Customers to the Site; b) 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 Wazbee . Violation of this provision shall be deemed to be fraud; c) that it will not present the Affiliate Website(s) in such a way that it might evoke any risk of confusion with the Wazbee Website and/or the Company or convey the impression that the Affiliate Website(s) is partly or fully associated with/from the Wazbee Website and/or the Company; 5) subject to the marketing material as may be forwarded by the Company and/or made available online through the website <https://wazbeepartners.com/> the Affiliate may not use the Wazbee 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; 6) For the avoidance of doubt, the Affiliate may not use Wazbee 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 Wazbee or any of its products/services have been referred to.
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 and Commission**

1. The Company agrees to pay the Affiliate to the Commission. 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 Wazbee products and services and by New Customers referred by the Affiliate.
2. The Commission is calculated at the end of each month and payments shall be made by the 10th 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.

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.
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.
5. If the Affiliate disagrees with the balance due as reported, it shall notify the Company within fifteen (15) days from the date of payment and state the reasons for the disagreement. Failure to notify the Company within the prescribed time limit shall be deemed to be considered an irrevocable acknowledgment of the balance due for the period indicated.
6. Affiliate's revenue share is calculated as a percentage of Net Gaming Revenue. The formula for calculating Net Revenue is as follows: Net Gaming Revenue = Total bets - Total wins - Bonuses - Admin Fee (25%)
7. No negative Carry Over is in place. The monthly payable balance of an affiliate is automatically reset to zero at the start of each calendar month. The negative amount is not carried over to the next month. A negative balance resulting from fraudulent actions will be carried forward.
8. 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 7.8;
  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.
9. Several stipulations must be taken into account when forming a partnership on a CPA and/or Hybrid basis:

1. You will be entitled to a one-time commission depending on the number of new depositing players referred to our brand who meet the minimum deposit requirement (Base Line);
2. Duplicate accounts and self-excluded players will be deducted from the CPA and/or Hybrid (not affecting Revenue-Share) part of the Commission which occurred within the same calendar month. This stipulation takes effect unless an alternative was discussed with the affiliate manager beforehand.
3. We reserve the right to terminate your participation in the CPA and/or Hybrid program with immediate effect if we determine, in our sole discretion, that you are enrolled in it to benefit from it by referring players who are not legitimately interested in our products or services. If this happens, your CPA payments from current or new referred players will be forfeited and declared null and void, with no further correspondence. In the event of CPA and/or Hybrid termination, you will be placed on our Standard Revenue-Share Plan (30 percent ).
4. Notwithstanding anything to the contrary in this agreement, you will not be entitled to, and will not receive, any commission, whether CPA-based, revenue-share-based, a combination of the two or based on any other calculation, in respect of any player who has made any chargeback or refund request, regardless of when the chargeback or refund request was made. If a player makes a chargeback or a refund request before you get a commission, you must repay any commissions earned in connection with that player, according to a calculation provided by us; alternatively, we may withhold such sums from your future commissions at our sole discretion.
10. For a period of six (6) months, if an existing Affiliate engages in no communication with us or appears to be uninterested in promoting our product (by referring New Customers), the Company may, in its sole discretion, restructure the Affiliate's commission structure to the minimal Revenue Share deal.
11. If an affiliate decides, at its sole discretion and without prior notice, to remove us from any on-site traffic source with which we have an agreement and does not notify us within 14 days of the advertisement's end date, the affiliate's commission structure will be reconstructed to the minimum Revenue Share deal.
12. If we believe that the terms and conditions of this Agreement have been violated or that fraud traffic has occurred, we may withhold any payment requests and freeze your account until we can validate that there has been no breach of this Agreement. If your account is frozen as a result of this clause for a continuous period of ninety (90) days, monies remaining in your account will be lost and your account will be canceled unless you provide a reasonable explanation or proof to substantiate lawful dealings.
13. 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).

14. 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.

#### **8. Affiliate Website(s) and the Links**

1. 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 Wazbee 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 Wazbee Website.
2. 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.
3. 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.
4. 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 "Wazbee" or variations thereof. The Affiliate shall not create any applications or Internet pages falsely representing Wazbee in any way, shape or form on any social media channels (including, but not limited to, Facebook, Google +, Twitter etc.).
5. The Affiliate shall not take any action which could cause any confusion as to the Company's or the Wazbee Website's relationship with the Affiliate and the Affiliate Website(s).
6. 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**

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 Wazbee is precluded from offering the online gaming services to customers through the precluded Website, preceding thirty (30) days
2. The Parties hereby agree that on termination of this Agreement: 1) the Affiliate must remove all references to the Wazbee Website from the Affiliate Website(s) and communications, irrespective of whether the communications are commercial or otherwise; 2) all rights granted to the Affiliate under this

Agreement shall immediately terminate; 3) the Affiliate shall cease the use of any Intellectual Property Rights vested in the Company and the Wazbee Website; 4) 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 up to ninety (90) days to ensure that the correct amount is paid; 5) the Affiliate will not be eligible to earn or receive Commissions after the effective termination date; 6) 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;

#### **10. Liabilities and Indemnification**

1. The Company shall not be liable (in contract, tort, breach of statutory duty or in any other way) for: 1) any economic losses, including but without limitation, loss of profits, revenues, business, contracts or anticipated savings); 2) any indirect or consequential losses; 3) any loss of goodwill or reputation.
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: 1) any breach of Affiliate's representations, warranties or obligations under this Agreement; 2) 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; 3) all conduct and activities occurring under Affiliate's user ID and password; 4) any defamatory, libelous or illegal material contained on the Affiliate Website(s) or Affiliate's information and data; 5) 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; 6) 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; 7) any violation of this Agreement or any applicable laws.
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**

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.
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.



3. This clause 11 shall survive the termination of this Agreement.

## **12. Intellectual Property**

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.
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.
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**

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**

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.
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.
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.
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 Wazbee 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.
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.

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.
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.
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 an 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**

1. The Company reserves the right to, at any time and at its sole discretion, amend, alter, delete or add any of the provisions of this Agreement. 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.