

PLATINUMAFFILIATES.COM AFFILIATE AGREEMENT

IMPORTANT - READ CAREFULLY BEFORE ACCEPTING THIS AGREEMENT, THEN PRINT AND STORE ALONG WITH ALL CONFIRMATION EMAILS REFLECTING YOUR TRACKERS, FEES AND PAYMENTS.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS YOU SHOULD NOT JOIN OUR AFFILIATE PROGRAM OR (IF YOU HAVE ALREADY JOINED OUR AFFILIATE PROGRAM) EMAIL US AT affiliates@platinumaffiliates.com TO TERMINATE THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS REGARDING OUR AFFILIATE PROGRAM OR THESE TERMS AND CONDITIONS PLEASE CONTACT US AT THE SAME EMAIL ADDRESS.

This Affiliate Agreement together with your Affiliate Sign Up Form www.platinumaffiliates.com and any other guidelines or additional terms we provide to you via email or our Website (together the "**Agreement**") contain the complete terms and conditions that apply to your participation in the PlatinumAffiliates online affiliate program ("**Affiliate Program**"). Where used in this Agreement, references to: (a) "**you**" "**your**" and/or "**Affiliate**" mean the individual or entity which applied as the "**BENEFICIARY**" for payment purposes on our sign up form as submitted at our Website ("**Affiliate Sign Up Form**"), and (b) "**we**", "**our**", "**us**" means Kamay Holdings Ltd ("**Kamay**").

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1. GENERAL

- 1.1. This Agreement shall govern our relationship with you in relation to the Affiliate Program for the Platinum Websites (as defined below) and modifies, replaces and supersedes the previous Version of the PlatinumAffiliates Online Affiliate Program.
- 1.2. When you indicate your acceptance of these terms and conditions on the [Affiliate Sign Up Form](#) www.platinumaffiliates.com, you agree to be bound by all the terms and conditions set out in this Agreement (as amended or modified from time to time in accordance with Section 1.3 below).
- 1.3. We may modify any of the terms of this Agreement at any time, in our sole discretion, by either (i) emailing you a change notice or (ii) by posting the new version of the Agreement on our Website. Any such modification will only take effect 5 days after the date of posting or sending of any such notice (whichever is the earlier). It is your responsibility to visit the Website frequently to make sure you are up to date with the latest version of the Agreement and its provisions. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Affiliate Program following such 5 day period will be deemed binding acceptance of the modification.
- 1.4. You acknowledge and agree that regulations 9(1) and 9(2) (Information to be provided by electronic means) and 11(1) (placing of the order) of the Electronic Commerce Directive 00/31/EC shall not apply to or have any effect on this Agreement.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, references to the following words shall have the meanings set out below:

- 2.1. "**Account**" means a uniquely assigned account that is created for a Player when he/she successfully registers for the Services via a Tracker and makes an initial deposit.
- 2.2. "**Affiliate Fee**" is the amount due and payable to you, as calculated based solely on our system's data and in accordance with the terms of this Agreement and the fees and payments terms set forth in the Website (as may be changed from time to time by us in our sole discretion).
- 2.3. "**Affiliate Section**" means the password-protected area of the Website that is accessible to you (by logging on with the security code you are assigned by us when you sign up as a participant in the Affiliate Program and associated password) and which provides certain 'member only' functionality, including facilities to check relevant statistics, update your profile, create additional Trackers, select Banners and/or Text Links.
- 2.4. "**Marketing Materials**" means banners and text links (which includes Trackers which are made available by us on the Affiliate Section, that you may use to connect Players to our Services from your website) and any other marketing materials (which may include Our Marks) that have been provided or otherwise made available to you by us and/or pre-approved by us.
- 2.5. "**Our Marks**" means the words "LUCKYACECASINO", "SUPERSCRATCH", "LOTTOZONE", "LOTTERY.CO.UK", and "SILKBINGO" and/or any logo, mark, domain name or trade name

which contains, is confusingly similar to or is comprised of any of the aforesaid names and marks or any other name or mark owned from time to time by us.

- 2.6. "**Player(s)**" means any person who has opened an Account through your Tracker who has not held an Account with us before and makes the necessary minimum deposit in such Account.
- 2.7. "**Restricted Territories**" means the following countries - Afghanistan, Antigua and Barbuda, Cuba, Gibraltar, Hong Kong, Iran, Iraq, Israel, Libya, Palestinian Territory, Sudan, Syria, Turkey, United States.
- 2.8. "**Services**" means any product or service provided to Players on the Platinum Websites.
- 2.9. "**Spam**" means any email or other electronic communication which you send which markets, promotes or which otherwise refers to us, the Website or our services from time to time, or which contains any Marketing Materials, Our Marks or Trackers and which breaches our Electronic Marketing Rules set forth in Section 5 below.
- 2.10. "**Tracker(s)**" means the unique Tracking URL Codes that we provide exclusively to you, through which we track Players' and potential Players' activities and calculate Affiliate Fees.
- 2.11. "**Tracking URL**" means a unique hyperlink or other linking tool for referencing the Platinum Websites or Services through which you refer potential Players. When the relevant Player opens their Account, our system automatically logs the Tracking URL and records you as the Affiliate.
- 2.12. "**Website(s)**" means, the website located at the URL www.platinumaffiliates.com and at any URL with which we replace such URL from time to time (and such other web addresses including RSS feeds which are owned, operated or controlled by or on behalf of us from time to time and which make available such website) and each of its related pages.
- 2.13. "**Platinum Website(s)**" means, the websites located at the URLs www.luckacecasino.com ("**LuckyAceCasino Website**"), www.superscratch.com ("**Superscratch Website**"), www.lottozone.com ("**Lottozone Website**"), games.lottery.co.uk ("**GamesLottery Website**"), and www.silkbingo.com ("**SilkBingo Website**") and at any URLs, which we shall advise you will replace such URLs from time to time and each of its related pages.

3. TERMS & CONDITIONS

- 3.1. **Identity and Disclosure.** You shall provide true and complete information to us when completing the [Affiliate Sign Up Form](#) www.platinumaffiliates.com and promptly update such information if all or any part of it changes. You shall also provide us with such other information as we may reasonably request from time to time.
- 3.2. **Marketing Activities and Responsibilities.** You shall market to and refer potential Players to the Platinum Websites. You will be solely liable for the content and manner of such marketing activities. All such marketing activities must be professional, proper and lawful under applicable rules, regulations or laws (including any laws relation to the content and nature of any advertising or marketing) and otherwise comply with the terms of this Agreement. You shall not authorize, assist or encourage any third party to:
- 3.2.1. place Marketing Materials on any online site or other medium where the content and/or material on such website or medium is libelous, discriminatory, obscene,

- unlawful, sexually explicit, pornographic or violent or which is, in our sole discretion otherwise unsuitable;
- 3.2.2. develop and/or implement marketing and/or public relations strategies which have as their direct or indirect objective the targeting of marketing of us and/or the Website and/or the Platinum Websites to any persons who are less than 18 years of age (or such higher age as may apply in the jurisdiction that you are targeting), regardless of the age of majority in the location you are marketing;
 - 3.2.3. Breach any of the provisions of Section 5 below.
 - 3.2.4. Use Marketing Materials in a manner that may potentially confuse a Player or potential Player.
 - 3.2.5. place Marketing Materials on any online site or other medium, where the content and/or material on such online site or medium: (a) infringes any third party's intellectual property rights; (b) copies or resembles the Platinum Websites in whole or in part; (c) disparages us or otherwise damages our goodwill or reputation in any way; or (d) frames any page of the Platinum Websites in whole or in part;
 - 3.2.6. read, intercept, modify, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person;
 - 3.2.7. in any way alter, redirect or in any way interfere with the operation or accessibility of the Platinum Websites or any page thereof;
 - 3.2.8. register as a Player on behalf of any third party, or authorize or assist (save by promoting the Platinum Websites and Services in accordance with this Agreement) any other person to register as a Player;
 - 3.2.9. take any action that could reasonably cause any end-user confusion as to our relationship with you or any third party, or as to the ownership or operation of the site or service on which any functions or transactions are occurring;
 - 3.2.10. offer any so-called rake-back schemes or similar that offer or allow a proportion of the players rake to be returned to the Player in any form.
 - 3.2.11. post, serve or publish any advertisements, communications or promotional content promoting the Platinum Websites, our Services or Our Marks or around or in conjunction with the display of the Platinum Websites and/or any part or page thereof (for example and without limitation through any "**framing**" technique or technology or pop-up windows or pop-under windows or interstitial);
 - 3.2.12. cause the Platinum Websites (or any parts or pages thereof) to open in a visitor's browser or anywhere else used for accessing the Services other than as a result of the visitor clicking on banners or text links contained in or as part of any Marketing Materials;
 - 3.2.13. attempt to intercept or redirect (including via user-installed software) traffic from or on any online site or other place that participates in our Affiliate Program;

- 3.2.14. use any means to promote sites which resemble in any way the look and/or feel of the Platinum Websites whether in whole or in part, nor utilize any such means or site to create the impression that such sites are the Platinum Websites (or any part of the Platinum Websites);
- 3.2.15. violate the terms of use and any applicable policies of any search engines;
- 3.2.16. attempt to communicate to Players whether directly or indirectly to solicit them to move to any online site not owned by us or for other purposes without our prior approval, including but not limited to via email, chat boards, or spamming our tables; or
- 3.2.17. Attempt to market or promote our Services (or any specified part thereof) or any of the Platinum Websites within territories which are Restricted Territories, attempt to circumvent any restriction which we have put in place to prevent potential players from restricted territories from signing up as Players, or attempt to disguise the geographical location of a Player.

If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any Affiliate Fees and/or terminate this Agreement immediately on notice.

- 3.3. **Approved Marketing Materials.** In providing the marketing activities referred to in Section 3.2, you shall only use the Marketing Materials. You shall not modify the Marketing Materials or Our Marks in any way without our prior written consent. You shall only use the Marketing Materials in accordance with the terms of this Agreement, any guidelines we provide to you on our Website or otherwise from time to time and any applicable laws. CDs and other customized promotional materials provided to you will be at your cost and deducted from Affiliate Fees. During the term of this Agreement, we grant you a terminable, non-exclusive, non-transferable right to use the Marketing Materials for the sole purpose of fulfilling your obligations under this Agreement. 2, 3.5, 3.6, 3.7, 3.8, 4.10, 6.4, 7, 8 and 9
- 3.4. **Competitive Marketing.** You shall not be entitled to market to potential Players (i) on any Internet site on which we promote the Platinum Websites; (ii) on any Internet search engine on which we promote the Platinum Websites; and (iii) in any other manner which results in your competing with us in relation to the promotion of the Platinum Websites.
- 3.5. **Non Assignment.** Trackers are for your sole use and are not to be assigned to others without our written consent.
- 3.6. **Player Information.** We reserve the right to refuse service to any potential Player and to close the Account of any Player, at any time, in our sole discretion. All data relating to the Players shall, as between you and us, remain our exclusive property and you acquire no right to such information except pursuant to our express written instructions.
- 3.7. **Trademarks and Domain Names.** You acknowledge that Kamay Holdings Ltd. and/or its affiliates and licensees, own all intellectual property rights comprised in any and all of the Marketing Materials, the Website, the Platinum Websites and Our Marks. Any use of any trade mark, domain name or trade name which contains, is confusingly similar to or is comprised of Our Marks (other than in accordance with the terms of this Agreement) without our prior written permission shall be unauthorized and further shall constitute Fraud for purposes of this Agreement. By way of example, but without limitation, you may not

register or use any of Our Marks in any part of any domain name. You agree that all use by you of Our Marks inures to our sole benefit and that you will not obtain any rights in Our Marks as a result of such use. You shall not register or attempt to register any trademarks or names that contain, are confusingly similar to or are comprised of Our Marks, and you hereby agree to transfer any such registration obtained by you to us upon demand. You further agree not to attack ownership of and title to Our Marks in any way.

- 3.8. **Contact with Players.** All Players shall be considered to be customers of Kamay only. You are expressly forbidden from making contact and corresponding with Players, during the term of this Agreement and at any time after the expiration or termination of this Agreement. If in the opinion of Kamay you either try to or do make contact with a Player, Kamay shall be entitled to immediately terminate this Agreement and to indefinitely withhold all Affiliate Fees owing to you at such time.

4. REPORTS & PAYMENTS

- 4.1. **Reports.** We will track and report Money Players (as defined below) activity for purposes of calculating your Affiliate Fees. The form, content and frequency of the reports may vary from time to time in our sole discretion. Generally, you will receive a monthly report with your payment indicating the total amount due to you after any deductions or set offs that we are entitled to make under this Agreement. In addition, daily reports will be available online for you to view new Players per Tracker.
- 4.2. **Affiliate Fees.** Unless otherwise agreed and subject to the terms of this Agreement and your full compliance with your obligations hereunder, Affiliate Fees will be paid to you on a calendar month basis, in accordance with the terms of this Agreement and the payment plan and rates outlined on the Website and confirmed to you by e-mail upon sign-up and/or activation of additional Trackers, and after any deductions or set offs that we are entitled to make under this Agreement.
- 4.3. **Money Players.** In this Agreement a "**Casino Money Player**" shall mean a Player who earns 20 "comp points" in relation to the LuckyAceCasino Website and "**Bingo Money Player**" shall mean a Player who bets US\$20 in relation to the SilkBingo Website, and a "**Lotto Money Player**" shall mean a Player who makes in relation to the Lottozone Website the necessary minimum deposit of at least £/\$/€10 in his\her Account, and a "**Scratch Money Player**" shall mean a Player who makes in relation to the Superscratch Website the necessary minimum deposit of at least £/\$/€10 in his\her Account, and a "**Games Lottery Money Player**" shall mean a Player who makes in relation to the GamesLottery Website the necessary minimum deposit of at least £/\$/€10 in his\her Account (the Casino Money Players together with the Bingo Money Players, the Lotto Money Players, the Scratch Money Players, and the Games Lottery Money Players, the "**Money Players**"). For the foregoing purpose, the terms "comp point" and "status points" shall have such definition and shall be earned by Money Players in accordance with the guidelines as shall be set from time to time by Kamay.
- 4.4. **Eligibility.** Neither you nor your friends, employees, servants, agents, advisors or relatives are eligible to become Players or Money Players and should you or they do so, you will not be eligible to receive the relevant Affiliate Fees. For this purpose, the term "relative" shall mean any of the following: spouse, partner, parent, child or sibling. The number of Players per individual household computer is strictly limited to one. You shall not register as a Player or make deposits to any Account (directly or indirectly) through your Tracker(s) for your own personal use and/or the use of your relatives, friends, employees, servants, agents or

advisors. Violation of this provision shall be deemed to be Fraud for purposes of this Agreement.

- 4.5. **Measurements and Calculations.** Kamay's measurements and calculations in relation to the number of Casino, Lotto, Scratch, GamesLottery or Bingo Money Players and the relevant Casino, Lotto, Scratch, GamesLottery or Bingo Net Gaming Revenue figures shall be the sole and authoritative tool and shall not be open to review or appeal. Kamay shall make the number of Casino, Lotto, Scratch, GamesLottery and Bingo Money Players and the relevant Casino, Lotto, Scratch, GamesLottery and Bingo Net Gaming Revenue figures available to you through the Website. To permit accurate tracking, reporting, and Affiliate Fees accrual, you must ensure that the Trackers are properly formatted throughout the term of this Agreement.
- 4.6. **Casino Net Gaming Revenue.** In this Agreement, the term "**Casino Net Gaming Revenue**" shall mean the sum total of all of a Casino Money Player's bets while playing at the LuckyAceCasino Website, less the winnings of a Casino Money Player, less any credits, bonus or promotional amounts given to a Casino Money Player, less any chargebacks (including amounts paid as a result of credit card abuse or fraud, or paid to a Casino Money Player to settle a claim involving the allegation of credit card or other abuse or fraud) or any uncollectible revenue attributable to a Casino Money Player.
- 4.7. **Bingo Net Gaming Revenue.** In this Agreement, the term "**Bingo Net Gaming Revenue**" shall mean the sum total of all of a Bingo Money Player's bets while playing at the SilkBingo Website, less the winnings of a Bingo Money Player, less any credits, bonus or promotional amounts given to a Bingo Money Player, less any chargebacks (including amounts paid as a result of credit card abuse or fraud, or paid to a Bingo Money Player to settle a claim involving the allegation of credit card or other abuse or fraud) or any uncollectible revenue attributable to a Bingo Money Player.
- 4.8. **Lotto Net Gaming Revenue.** In this Agreement, the term "**Lotto Net Gaming Revenue**" shall mean the sum total of all of a Lotto Money Player's bets while playing at the Lottozone Website, less the winnings of a Lotto Money Player, less any credits, bonus or promotional amounts given to a Lotto Money Player, less any chargebacks (including amounts paid as a result of credit card abuse or fraud, or paid to a Lotto Money Player to settle a claim involving the allegation of credit card or other abuse or fraud) or any uncollectible revenue attributable to a Lotto Money Player.
- 4.9. **Scratch Net Gaming Revenue.** In this Agreement, the term "**Scratch Net Gaming Revenue**" shall mean the sum total of all of a Scratch Money Player's bets while playing at the Superscratch Website, less the winnings of a Scratch Money Player, less any credits, bonus or promotional amounts given to a Scratch Money Player, less any chargebacks (including amounts paid as a result of credit card abuse or fraud, or paid to a Scratch Money Player to settle a claim involving the allegation of credit card or other abuse or fraud) or any uncollectible revenue attributable to a Scratch Money Player.
- 4.10. **Games Lottery Net Gaming Revenue.** In this Agreement, the term "**Games Lottery Net Gaming Revenue**" shall mean the sum total of all of a Games Lottery Money Player's bets while playing at the GamesLottery Website, less the winnings of a Games Lottery Money Player, less any credits, bonus or promotional amounts given to a Games Lottery Money Player, less any chargebacks (including amounts paid as a result of credit card abuse or fraud, or paid to a Games Lottery Money Player to settle a claim involving the allegation of credit

card or other abuse or fraud) or any uncollectible revenue attributable to a Games Lottery Money Player.

- 4.11. **Change of Affiliate Fees Scheme.** Kamay hereby retains the right to convert the Affiliate Fees scheme by which you shall be paid and the Casino and/or Lotto and/or Scratch and/or Games Lottery and/or Bingo Money Players qualification criteria as Kamay shall see fit.
- 4.12. **Payment Terms.** All Affiliates Fees shall be paid to you on a monthly basis, within approximately 30 days following the end of each month.
- 4.13. **Fraud.** Kamay retains the right to review all Affiliate Fees for possible Fraud, where such Fraud may be on the part of the Player or on your part. During the period of time in which Kamay shall review Affiliate Fees for possible Fraud, where such review period shall not exceed 180 days, Kamay shall have the right to withhold any Affiliate Fees accrued in your favor until such time as the review has been concluded. Any incidence of Fraud on your part constitutes a breach of this Agreement, and Kamay retain full authority to terminate this Agreement immediately in the event of such breach. Further, in the event that Kamay deems that Fraud has occurred, either on your part or on the part of a Player, you shall not be entitled to receive any Affiliate Fees which have accrued to your benefit at such time whether such Affiliate Fees were generated through Fraud or otherwise. Kamay retains the right to set-off from future Affiliate Fees payable to you any amounts already received by you which can be shown to have been generated by Fraud.

For the purpose of this Agreement and by way of example only the term "Fraud" shall include, but shall not be limited to, actual or attempted (i) bonus abuse on the part of the Casino, Lotto, Scratch, Games Lottery, or Bingo Money Players, (ii) the encouragement by you or a third party of bonus abuse on the part of the Money Players, (iii) a chargeback executed by a Money Player in relation to their initial deposit, (iv) collusion on the part of the Money Player with any other player on the Platinum Websites, (v) the opening of an Account in breach of the terms of this Agreement, (vi) the offering or providing by you or any third party of any unauthorized incentives (financial or otherwise) to potential Money Players, (vii) any attempt by you to artificially increase the Affiliate Fees payable to you, (viii) deposits, revenues or traffic generated on the Services through illegal means, and (ix) any other act by you or by a Money Player which is reasonably understood to have been committed in bad faith against us or to defraud us (as determined by us in our sole discretion) regardless of whether or not such action has resulted in any type of harm or damage to us (including without limitation deposits generated on stolen credit cards, collusion, manipulation of the service or system, bonuses or other promotional abuse, and unauthorized use of any third party accounts, copyrights, trademarks and other third party intellectual property rights (which for the avoidance of doubt includes our intellectual property rights)).

- 4.14. Notwithstanding anything stated to the contrary in this Agreement, in accordance with the provisions of the Affiliate Program, we will no longer pay you or any other Affiliate any Affiliate Fees in relation to Money Players resident in China and Switzerland.
- 4.15. For the avoidance of doubt, it is agreed by the Parties that the Affiliate Fees, which we shall pay to you shall relate solely to the casino, lotto, scratch, games lottery, or bingo products. We shall have no obligation whatsoever in relation to other or future products or services provided to Money Players by us or any of our affiliated entities.
- 4.16. **Minimum Payment and Time of Payment.** Notwithstanding the foregoing, if for any calendar month the total amount of Affiliate Fees due to you is less than or equal to US \$50,

due to the costs and resources involved in administering the program and processing payments hereunder, the balance will be carried over and added to the next month's Affiliate Fees until the total amount is more than US \$50. Further, if the amount of Affiliate Fees due is negative in any particular month, then we may, at our sole discretion, elect that negative amount will carry over and be deducted against the following month.

- 4.17. **Method of Payment.** All payments will be due and payable in United States Dollars or such other currency as we will determine. Payment will be made by cheque or wire transfer or any other method as we in our sole discretion decide; however we will use reasonable endeavors to accommodate your preferred payment method. Charges for wires or courier charges for cheques will be covered by you and deducted from your Affiliate Fees. For the avoidance of doubt, we have no liability to pay any currency conversion charges or any charges associated with the transfer of monies to your bank account.
- 4.18. **Player Tracking and Active Players.** You understand and agree that potential Players must link and make deposits through using your Tracker in order for you to receive Affiliate Fees. In no event, are we liable for your failure to use Trackers. Notwithstanding any other provision herein, we may at any time and in our sole discretion alter our tracking system and reporting format.
- 4.19. **Disputes.** If you disagree with the monthly reports or amount payable, do NOT accept payment for such amount and immediately send us written notice of your dispute. Dispute notices must be received within thirty (30) days of our making available your monthly report or your right to dispute such report or payment will be deemed waived and you shall have no claims in such regard. Further, deposit of payment cheque, acceptance of payment transfer or acceptance of other payment from us by you will be deemed full and final settlement of Affiliate Fees due for the month indicated. Notwithstanding the foregoing, if any overpayment is made in the calculation of your Affiliate Fees we reserve the right to correct such calculation at any time and to reclaim from you any overpayment made by us to you.
- 4.20. **Money Laundering.** You shall comply with all applicable laws and any policy notified by us through our Website or otherwise in relation to money laundering and/or the proceeds of crime.
- 4.21. **Taxation.** All taxes due in connection with any payments to you are your sole liability. You are responsible for complying with the rules, if any, for registering for and paying income tax and similar taxes in respect of your income from or in relation to this Agreement and for collecting and paying the income tax and social security contributions in respect of your staff, if you have any staff. If Value Added Tax (VAT) or any other sales tax or turnover tax is chargeable, you are responsible for complying with the rules, if any, for registering for the tax and collecting and paying tax in the country where the services are provided and you acknowledge that the payments that you receive shall be deemed to include all VAT or sales tax or turnover tax.

5. ELECTRONIC MARKETING RULES

If you plan to promote the Platinum Websites through email marketing, then your email practices must comply with the following:

- 5.1. You have clear and specific consent from the proposed recipient(s) before you send any such communications. The consent must have been given to you by way of an opt-in consent mechanism. Any such tick box must not be pre-populated;

- 5.2. The communication makes it clear that it is marketing the Platinum Websites and/or Services;
- 5.3. If such communication includes any promotional offers (for example, the payment of free tickets to prospective Players) or any promotional competitions or games, that the promotion, competition or game is clearly identified as such and that any conditions which the prospective Player must meet in order to qualify for the promotion, competition or game are set out clearly and unambiguously in the communication;
- 5.4. You do not send any such communications to persons under the age of 18 or (if higher), the age of majority in the country of the proposed recipient(s) of any such communication;
- 5.5. You do not use any viral marketing techniques as part of your electronic marketing activities;
- 5.6. Any such communications only promotes us, our Services and/or the Platinum Websites (and not any third parties, third party services and/or third party sites) and shall not include any content other than our Marketing Materials;
- 5.7. You include a true name in the communication (e.g. the "From" line of any email) and not a sales pitch or marketing message. Any such communication must clearly identify you as the sender of the communication and you shall not falsify or otherwise attempt to hide your identity;
- 5.8. You do not mislead the recipient(s) with regard to the content and purpose of the communication;
- 5.9. You provide an adequate, functioning and conspicuous "opt-out" or "unsubscribe" option in every communication;
- 5.10. The communication must include a valid address to which the recipient can respond to opt out/unsubscribe of future marketing communications. The reply address must be active for at least thirty days after sending the communication. You also include a physical business address in any such communication;
- 5.11. You honor expeditiously any opt out/unsubscribe request made by any communication recipient. You must not send any further marketing communications to any person who indicates (by whatever means) that they do not wish to receive any further marketing communications;
- 5.12. You include a link to your privacy policy in any such communication;
- 5.13. You do not send any such communications to any person who has registered on any applicable register of persons who do not wish to receive any marketing communications;
- 5.14. You must include the following notice, or similar wording in any email message or text or mobile communication:

"Please note that you have received this email from an affiliate marketer of PlatinumAffiliates.com If you feel you have received this email in error, been misled by this affiliate or your previous opt-out request was not honored by this affiliate, please immediately report this affiliate by forwarding this entire email message to PlatinumAffiliates.com's SPAM HOTBOX at support@platinumaffiliates.com.

- 5.15. Further, you are responsible for ensuring that your communications practices comply with all applicable laws and codes of practice, including: (i) European Directives 95/46 on the Protection of Individuals with regard to the Processing of Personal Data and 2002/58 on Privacy and Electronic Communications and any applicable local enactments thereof in relation to electronic marketing in the European Union; and (ii) the United States CAN-SPAM Act of 2003 (Public Law 108-187) in relation to any electronic marketing in the United States.

6. TERM AND TERMINATION

- 6.1. **Term and Termination.** This Agreement will take effect when you indicate your acceptance of these terms and conditions on the [Affiliate Sign Up Form](#) at www.platinumaffiliates.com and continue until terminated in accordance with the terms of this Agreement.
- 6.2. **Termination By You.** You may terminate this Agreement, with or without cause, immediately upon written notice to us that you may send by email marked "Termination PlatinumAffiliates" to affiliates@platinumaffiliates.com. For the avoidance of doubt, termination of the Agreement will end your participation in the Affiliate Program as a whole. You may not terminate any Platinum Website in isolation.
- 6.3. **Termination By Us.** We may terminate this Agreement or without terminating this Agreement as a whole, any specific Trackers, or with respect to any of the Platinum Website(s) and/or any of Our Marks, without cause at any time, immediately upon written notice to you that we may send by email to such email address you have provided to us or by fax to such fax number you may have provided to us. In the event we terminate the Agreement as a whole, we shall be entitled to automatically render any Trackers inoperative. For the avoidance of doubt, on termination of this Agreement you will no longer receive any Affiliate Fees. If we terminate a specific Tracker, you will no longer receive any Affiliate Fees through that Tracker; however, your remaining Trackers will not be affected.
- 6.4. **Suspension By Us.** In any circumstance where we are entitled to terminate this Agreement or terminate any specific Tracker, we may at our sole discretion and without prejudice to our further rights and remedies, suspend the Agreement or any specific Tracker. During the period of any suspension, we may withhold the payment of any Affiliate Fees that relate to any affected Trackers. Payment of any withheld Affiliate Fees will be made to you on the lifting of the suspension.
- 6.5. **Effect of Termination.** The following will apply upon termination of this Agreement: (a) you shall stop promoting the Platinum Websites and all rights and licenses given to you under this Agreement will terminate immediately; (b) you shall return all confidential information and cease use of any of Our Marks and the Marketing Materials; (c) we may leave open, redirect or deactivate any Trackers in our sole discretion without any obligation to pay you for new Players who subsequently become Players or Money Players; and (d) provided that we have paid or do pay to you such sums as are due at the date of termination which shall be subject to any rights we have to make deductions hereunder, we will have no further liability to pay you any further sums.
- 6.6. Sections 2, 3.5, 3.6, 3.7, 3.8, 4.11, 6.4, 7, 8 and 9 and such other provisions as are necessary for the interpretation or enforcement of this Agreement shall survive any termination or expiry of this Agreement.

7. LIABILITIES

- 7.1. **No Warranties.** WE MAKE NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR OTHERWISE) WITH RESPECT TO THE AFFILIATE PROGRAM, OUR WEBSITE, THE PLATINUM WEBSITES, OR ANY CONTENT, PRODUCTS OR SERVICES AVAILABLE THEREIN OR RELATED THERETO OR THAT OUR WEBSITE OR THE PLATINUM WEBSITES, SYSTEM, NETWORK, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO US BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED OR WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF ALL OR ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHERMORE, NEITHER WE (NOR OUR PROVIDERS OR UNDERLYING VENDORS) ARE REQUIRED TO MAINTAIN REDUNDANT SYSTEM(S), NETWORK, SOFTWARE OR HARDWARE.
- 7.2. **Billing and Collection Limitations.** We may, in our sole discretion, use any available means to block or restrict certain Players, deposits or play patterns or reject the applications of potential Players and/or Affiliates so as to reduce the number of fraudulent, unprofitable transactions or for any reason. We do not guarantee, represent or warrant the consistent application and/or success of any fraud prevention efforts.
- 7.3. **Liability Limitations.** Our obligations under this Agreement do not constitute personal obligations of the owners, directors, officers, agents, employees, vendors or suppliers of the Website or Services or the Platinum Websites. Other than as expressly provided in this Agreement, in no event will we be liable for any direct, indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether we have been advised of the possibility of such loss) including any loss of business, revenue, profits or data. Our liability arising under this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall only be for direct damages and shall not exceed the revenues generated and payable hereunder over the previous twelve months at the time that the event giving rise to the liability arises. However, nothing in this Agreement will operate to exclude or limit either party's liability for death or personal injury arising as a result of that party's negligence or for fraud.
- 7.4. **Indemnification.** You shall defend, indemnify and hold us and our officers, directors, employees and representatives harmless on demand from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including reasonable legal fees) resulting or arising from your breach of this Agreement.
- 7.5. **Set off.** Without prejudice to any other rights or remedies available to us under this Agreement or otherwise, we shall be entitled to set off any payments otherwise payable by us to you hereunder, against any liability of you to us, including any claims we have against you resulting from or arising from, your breach of this Agreement.

8. INDEPENDENT INVESTIGATION

- 8.1. **Independent Investigation.** YOU WARRANT THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF MARKETING THE PLATINUM WEBSITES OR SERVICES.

9. MISCELLANEOUS

- 9.1. **Notices.** All notices pertaining to this Agreement will be given by email as follows: to you at the email address provided by you on the Affiliate Sign Up Form (or as subsequently updated by you to us in the event of change), and to us at affiliates@platinumpartners.com. Any

notice sent by email shall be deemed received on the earlier of an acknowledgement being sent or 24 hours from the time of transmission.

- 9.2. **Relationship of Parties.** There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you or us under this Agreement. Neither party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in this Agreement.
- 9.3. **Non-Exclusive.** You understand that we may at any time (directly or indirectly), enter into marketing terms with other Affiliates on the same or different terms as those provided to you in this Agreement and that such Affiliates may be similar, and even competitive, to you. You understand that we may re-direct traffic and users from the Platinum Websites to any other online site that we deem appropriate in our sole discretion, without any additional compensation to you.
- 9.4. **Confidentiality and Non Disclosure.** As an Affiliate, you may receive confidential information from us, including confidential information as to our marketing plans, marketing concepts, structure and payments. This information is confidential to us and constitutes our proprietary trade secrets. You shall not, during the term of this Agreement and at any time after the termination or expiration thereof, disclose this information to third parties or use such information other than for the purposes of this Agreement without our prior written consent, save as expressly required by law (provided that any such disclosure is only to the extent so required).
- 9.5. **Press.** You may not issue any press release or other communication to the public with respect to this Agreement, Our Marks or your participation in this Affiliate Program without our prior written consent, except as required by law or by any legal or regulatory authority.
- 9.6. **Assignment.** Except where you have received our prior written consent, you may not assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with this Agreement or any rights under this Agreement, or sub-contract any or all of your obligations under this Agreement, or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee. We may assign this Agreement and/or any of our rights and obligations under this Agreement at our sole discretion, including without limitation with respect to all or any of the Platinum Website(s) and/or any of Our Marks.
- 9.7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom without giving effect to conflicts of law principles. You irrevocably agree to submit, for the benefit of us, to the exclusive jurisdiction of the courts of London, United Kingdom, for the settlement of any claim, dispute or matter arising out of or concerning this Agreement or its enforceability and you waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.
- 9.8. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any other provision hereof.

- 9.9. **Entire Agreement.** This Agreement embodies the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior agreement or understanding between the parties in relation to such subject matter. Each of the parties acknowledges and agrees that in entering into this Agreement, it has not relied on any statement, representation, guarantee warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing. Nothing in this Section shall limit or exclude any liability for fraud.
- 9.10. **Third Party Rights.** Except insofar as this Agreement expressly provides that a third party may in their own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under local law or statute to rely upon or enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that local law or statute.

PlatinumAffiliates.com

This Agreement is Version 4, as released and posted January 1, 2012

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