

EPC AFFILIATE PROGRAMME TERMS AND CONDITIONS INTRODUCTION

These Terms and Conditions were last updated on 5 January 2025.

Please read these Terms and Conditions carefully before applying to be on the Affiliate Programme. If you do not accept them, please do not apply.

Submitting your application to be on the Affiliate Programme will constitute your acceptance of these Terms and Conditions as may be in force from time to time, including any changes notified by us to you.

CONTRACTING PARTIES

The Affiliate Programme is operated by Simba N.V. (company number 164834) and with its registered office at Zuikertuintjeweg Z/N (ZuikertuinTower), Willemstad, Curaçao

References throughout these Terms and Conditions to “EPC Affiliates”, “we”, “our”, or “us” will relate to Entretenimiento Rojo B.V. and its relevant operating and licensed entities. Reference throughout these Terms and Conditions to “you”, “your” or the “Affiliate” refers to the person or entity who applies to participate in the Affiliate Programme.

INTERPRETATION

The following definitions and rules of interpretation in this clause apply to these Terms and Conditions:

“Access Credentials” means the username, password and any other access or security information generated by us or you in order to provide you with access to the Affiliate Portal.

“Administration Fee” means an amount equal to forty per cent (40.00%) of Net Gaming Revenue on account of our administration fees and third party costs including but not limited to licensing fees, royalties and revenue share which are paid to licensors in order to exploit any content, technology or other product used from time to time on the Gaming Site.

“Affiliate” means you, being the person or entity who applies to participate in the Affiliate Programme.

“Affiliate Application” means the application form made available at <https://www.epcaffiliates.com/>

“Affiliate Portal” means the portal made available by EPC Affiliates through which the Affiliate is able to access marketing materials and commission information relating to Referred Players.

“Affiliate Programme” means the affiliate programme operated by or on behalf of us to which these Terms and Conditions apply.

“Affiliate Sites” means the websites maintained and operated by you.

“Agreement” means the agreement entered into between EPC Affiliates and the Affiliate on the terms set out in these Terms and Conditions.

“Applicable Laws” means all laws of any jurisdiction that are applicable to these Terms and Conditions, to EPC Affiliates and the Affiliate or to any activity undertaken in relation to these Terms and Conditions, as amended and in force from time to time, and the rules, regulations, orders, licenses or permits issued thereunder, including, without limitation, any rules, regulations, orders, licenses and permits of any competent authority. “Approved Content” means the banners, text links and any other content including but not limited to mailers, video banners and widgets, in each case as made available by EPC Affiliates to the Affiliate via the Media Gallery.

“Business Day” means Monday to Friday excluding Saturday, Sunday or public holiday.

“Commission” means such amounts as are paid by EPC Affiliates to the Affiliate in accordance with these Terms and Conditions as calculated in accordance with clause 8.

“Commission Rates” means the percentage rate of Net Gaming Revenue as may apply from me to me and as set out at clause 8.

“Customers” means any individuals who are registered customers of the Gaming Site.

“Data Protection Legislation” means all applicable data protection, privacy and electronic marketing legislation, including any national legislation implementing Directive 95/46/EC and Directive 2002/58/EC, Regulation (EU) 2016/679 (the “GDPR”) (and any related national legislation), any equivalent, replacement or repealing legislation, and any codes of practice issued by a competent authority relating to the same at any me.

“Database” means any storage medium belonging to EPC Affiliates (or any of Group Companies) which contains, holds, stores or processes data which is owned or controlled by EPC Affiliates or is licensed to or under the control of EPC Affiliates, including but not limited to any such medium relating to the Referred Players and other users of the Gaming Site. “Dormant Players” means any Referred Player who has not staked any bets or wagers on the Gaming Site for a period of sixty (60) consecutive days.

“Effective Date” means the date on which you submit the Affiliate Application.

“Fraud” means an actual or attempted act by the Affiliate or any Referred Player which is reasonably deemed by EPC Affiliates to be (i) contrary to Applicable Law; (ii) made in bad faith; or (iii) intended to defraud EPC Affiliates and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes any damage or harm to EPC Affiliates.

“Gaming Authority” means, collectively, those governmental, regulatory and administrative authorities, agencies, commissions, boards, bodies and officials responsible for or involved in the regulation of gaming or gaming activities including but not limited to the Curaçao Gaming Control Board.

“Gaming Site” means

- (i) the websites (and their respective pages, subpages and subdomains) made accessible via www.EPC Affiliates.com, www.incognitocasino.io and www.luckypays.io, but not limited to more brands
- (ii) all mobile versions of such domains;
- (iii) any device applications made available by us in downloadable format; and
- (iv) any other websites made available by us in relation to the provision of online gaming services.

“Gross Gaming Revenue” means, for each Monthly Period, the total amount of real money wagers staked by the Referred Players on the Gaming Site less monies paid out to those Referred Players as winnings.

“Group Company” means any entity directly or indirectly controlling, controlled by or under common control with EPC Affiliates. For the purposes of this definition, the term “control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of the person or entity, whether by voting, management authority, contract, or otherwise.

“Link Pages” means the web pages of the Affiliate Sites that provide a hyperlink directly to one or more pages of the Gaming Site.

“Media Gallery” means the online platform where EPC Affiliates will make available, and the Affiliate can access and use, the Approved Content.

“Monthly Period” means each calendar month.

“Net Gaming Revenue” means, for each Monthly Period, Gross Gaming Revenue less all of the following:

- (i) any dues, taxes, levies, statutory deductions or other similar charges or payments to any relevant authority, including but not limited to governmental bodies, licensing authorities and any eligible governing sporting bodies;
- (ii) the Administration Fee;
- (iii) jackpot contributions;
- (iv) charges levied by electronic payment or credit card organizations;

- (v) the cost of all bonuses, free bets, free spins, free chips and any other incentivised offer provided to Referred Players as a marketing or promotional activity; (vi) fraud costs and bad debts;
- (vii) chargebacks;
- (viii) returned stakes;
- (ix) any other refunds or credits given to Referred Players.

“Referred Players” means those individuals who

- (i) access the Gaming Site directly via tracking links on the Affiliate Sites;
- (ii) satisfy all of our eligibility requirements and verification checks;
- (iii) complete registration on the Gaming Site and
- (iv) deposit monies and wager a real-money bet but excluding all those Customers who have previously registered on the Gaming Site and/or have already been allocated a Tracking Code. “Terms and Conditions” means these terms and conditions (as may be varied from me to me) and any other special terms as may be agreed in writing between us and you.

“Tracking Code” means a unique user identification code allocated to each Referred Player.

“VAT” means Value Added Tax or any equivalent tax chargeable in the United Kingdom or elsewhere.

A reference to writing or written includes email.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1. AFFILIATE APPLICATION

All applicants will be assessed and, at the sole discretion of EPC Affiliates, will be deemed successful or unsuccessful. EPC Affiliates decision is final and not subject to any right of appeal.

In considering the Affiliate Application, we will require you to provide us with all required KYC and due diligence information (the “Compliance Documentaon”) and we cannot consider the Affiliate Application until all necessary Compliance Documentation has been provided to us. The list of Compliance Documentation includes but is not limited to the following: for companies: certificate of incorporation; articles of association (or equivalent document); duly approved corporate resolution; a certificate of good standing; information regarding the identity of the beneficial owner of the company and the identity of the directors of the company (together with identification documentation in respect of such owners and directors); for individuals: valid passport; valid driving

licence; recent utility bill; letter of reference from the Affiliate's bank; copies of recent bank statements.

We reserve the right to request any other Compliance Documentation as we may determine from me to me.

We may request updated Compliance Documentation at any time. In the event that you do comply with any such requests, we reserve the right to suspend the Affiliate's account until such time as we have received such Compliance Documentation to our entire transaction and/or terminate the Affiliate's account in accordance with clause 16. Subject to the Affiliate Application being accepted in accordance with clause 4, the Affiliate is granted the non-exclusive non-assignable right to direct Referred Players to the Gaming Site in accordance with the terms set out in these Terms and Conditions. These Terms and Conditions are non-exclusive and do not prevent or restrict EPC Affiliates from entering into similar or different agreements with third parties. EPC Affiliates makes no representation that the terms of these Terms and Conditions are similar to or the same as the terms of any other agreement it has entered or may enter into with any third party. By completing and submitting the Affiliate Application, the Affiliate is deemed to have agreed to be bound by these Terms and Conditions.

2. AFFILIATE WARRANTIES

The Affiliate hereby represents and warrants that:

It is the older of either (i) eighteen (18) years, or (ii) the age at which gambling activities are legal under the law of the jurisdiction that applies to the Affiliate, whichever is greater; it has, and will retain all title and authority to enter into and to perform all of its obligations set out in these Terms and Conditions;

it has provided EPC Affiliates with complete, valid and truthful information;

it has obtained and will maintain in force all necessary registrations, authorisations, consents and licenses necessary to fulfil its obligations set out in these Terms and Conditions; it shall not alter the appearance, design or content of any Approved Content or any other artwork, banners, text links or any other material provided to the Affiliate directly by or on behalf of EPC Affiliates;

it shall comply with all Applicable Laws in the performance of their obligations including those specifically set out at clause 4;

it will fully comply with all of its obligations set out at clause 4; and it fully understands and accepts the contents of these Terms and Conditions.

3. EPC AFFILIATES RIGHTS AND OBLIGATIONS

EPC Affiliates shall assign a unique player tracking code to the Affiliate and Tracking Codes for each Referred Player.

EPC Affiliates shall track the play of the Referred Players, record the Net Gaming Revenues and the total amount of Commission accordingly and shall provide the Affiliate with commission statistics and payment within fifteen (15) Business Days from the end of each Monthly Period.

Subject to the Affiliate complying with its obligations under this Agreement, EPC Affiliates shall pay the Affiliate the Commission.

EPC Affiliates reserves the right to suspend the payment of the Commission with immediate effect and/or deduct amounts payable in respect of any subsequent Commission due to the Affiliate if any traffic is deemed to have been referred through fraudulent means or in breach of these Terms and Conditions.

4. AFFILIATE OBLIGATIONS

The Affiliate shall use all reasonable commercial efforts to market and promote the Gaming Site and the products and services available on the Gaming Site and shall prominently display the Link Pages on the Affiliate Sites.

The Affiliate shall be responsible for developing, operating and maintaining the Affiliate Sites and for all materials that appear on it. In particular, but without limiting the generality of the foregoing, the Affiliate shall:

- ensure the proper functioning and maintenance of the Affiliate Sites and all Link Pages to the Gaming Site;

- not alter any Approved Content provided by EPC Affiliates without its consent which may be withheld in its absolute discretion;

- ensure that all news, offers and promotions in relation to the Gaming Site are current and up to date.

The Affiliate hereby undertakes, represents and warrants that: it will not perform any act, and that the Affiliate Sites will not contain any material, which is libellous, discriminatory, obscene, threatening, unlawful or otherwise unsuitable or which contains sexually explicit, pornographic, obscene or graphically violent materials; it will not target any person who is under the legal age for gambling;

it shall ensure that all marketing, advertising and promotions targeted at potential Referred Players shall include the following wording: "18+ only"; and "Terms and Conditions apply". it will not target any jurisdiction where gambling and the promotion thereof is illegal and 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.

It acknowledges EPC Affiliates ongoing commitment for the prevention of problem gambling and that the Affiliate will co-operate with EPC Affiliates to actively reduce gambling addictions by, for example, placing links provided by EPC Affiliates on the Affiliate Sites which direct traffic to websites involved in the business of helping problem gamblers; it will not generate traffic to the Gaming Site by illegal or fraudulent activity including but not limited to the following: sending spam or unsolicited mail in its attempt to refer Referred Players to the Gaming Site; registering itself as a player or making

deposits directly or indirectly to any player account 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 EPC Affiliates. Violation of this sub-clause shall be deemed to be Fraud; and presenting the Affiliate Sites in such a way that might evoke any risk of confusion with the Gaming Site and/or EPC Affiliates and/or any of its brand partners or convey the impression that the Affiliate Sites is partly or fully associated with/from the Gaming Site and/or EPC Affiliates. it will 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 EPC Affiliates and its Group Companies. The Affiliate shall not create any applications or Internet pages falsely representing EPC Affiliates in any way, shape or form on any social media channels (including, but not limited to, Facebook, Twitter, Streaming etc.); and it shall neither shorten nor wrap the links on the Link Pages and shall ensure that the most current Link Pages provided by EPC Affiliates are used and in any event within twenty-four (24) hours of being provided with such tracking links by EPC Affiliates. Save in respect of the Approved Content, the Affiliate shall submit to EPC Affiliates for prior approval any proposed use of any trade mark, domain name, logo, and other elements of branding belonging to EPC Affiliates or its licensors that the Affiliate may wish to make. EPC Affiliates may refuse its approval in its absolute discretion. In the event that EPC Affiliates does not respond to any request made by an Affiliate within five (5) Business Days of any such request, then its consent shall be deemed to be refused.

The Affiliate shall provide EPC Affiliates with:

All co-operation in relation to these Terms and conditions and the operation of the Affiliate Programme; access to such information as may be required by EPC Affiliates for the proper performance of EPC Affiliates's obligations pursuant to these Terms and conditions and/or in order to comply with all Applicable Laws; and all such information as EPC Affiliates may from me to me require in order to comply with its information reporting and other obligations to any Gaming Authority, any other regulatory authority and any sports governing bodies. The Affiliate acknowledges and agrees that it has no authority to legally bind EPC Affiliates in relation to Referred Players, other users or anyone else and that it has not been appointed and is not the agent of EPC Affiliates for any purpose. The Affiliate agrees that it shall not make any representation or commitment to anyone about EPC Affiliates, the Gaming Site or any of the products or services available on the Gaming Site.

The Affiliate shall comply with all Applicable Laws and regulations with respect to its activities under this Agreement and to its business including but not limited to ensuring that all of its general marketing and promotional materials in relation to the Gaming Site: are legal, truthful and not misleading; are obviously identifiable as an advertisement and clearly marked as "#ad";

are socially responsible in accordance with all applicable advertising codes, guidelines, laws and regulations;
do not exploit children or vulnerable persons; are not targeted at those under the age of eighteen (18) through the selection of media, style, presentation or the context in which the marking appears; and in all other respects, are in compliance with all applicable advertising codes of practice. It shall regularly and, in any event not less monthly, display safer gambling related content on its Affiliate Sites with sufficient prominence that it will be clearly visible to visitors to the Affiliates Sites.

5. CALCULATION OF COMMISSION

The Affiliate will earn Commission based on the Net Gaming Revenue generated from its Referred Players after they open a new account with EPC Affiliates and wager for real money on the Gaming Site.

Save as otherwise agreed in writing between EPC Affiliates and the Affiliate, the amount of Commission payable in respect of the Referred Players for each Monthly Period shall be twenty five per cent (25.00%) of Net Gaming Revenue generated by the Referred Players during the relevant Monthly Period.

We reserve the right to amend the Commission Rates at any time and will notify you of any such changes and such changes will take effect five (5) days after such notification. In the event that the Referred Players do not generate any Net Gaming Revenue in any Monthly Period, no Commission shall be payable.

In the event that the Net Gaming Revenue in any Monthly Period is a negative amount, then such negative balance will not be carried forward and set-off against future Commission due to the Affiliate in respect of subsequent Monthly Periods.

6. PAYMENT

EPC Affiliates shall pay the Affiliate the Commission in accordance with the terms of this clause 5.

Save as otherwise stated in these Terms and conditions, the Affiliate shall be entitled to receive the applicable Commission for the entire duration and lifetime that any Referred Player is a customer on the Gaming Site provided that such entitlement shall lapse immediately in the following circumstances: (i) if the Referred Player becomes a Dormant Player; or (ii) if the Affiliate's participation in the Affiliate Programme is terminated by either party for any reason in accordance with these Terms and conditions.

The Affiliate acknowledges and agrees that no payments are due to it under this Agreement otherwise than as expressly set out in these Terms and conditions.

Payment of the Commission validly due under these Terms and conditions shall be made in accordance with the payment method chosen by the Affiliate on the Affiliate Portal, being bank transfer or cryptocurrency. If an error is made in the calculation of the Commission, EPC Affiliates reserves the right to correct such calculation at any time.

In the case of any overpayment, EPC Affiliates reserves the right to request a refund from the Affiliate or deduct the corresponding amount of overpayment to the Affiliate from the following month's Commission, and each month thereafter, until the debt is repaid in full. EPC Affiliates shall pay the Affiliate the amount shown in the Affiliate Portal by the end of the 10th Business Day of the month following the end of the Monthly Period to which the payment relates.

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. All Commission shall be paid to the Affiliate in Euros (EUR). Any Net Gaming Revenue shall be converted to EUR by EPC Affiliates at the applicable conversion rates determined by EPC Affiliates.

Affiliates to only send in invoices after the 5th of the month. Details are always updated on [here](#) payment details.

CPA & Hybrid Traffic: On both CPA and Hybrid deals, EPC Affiliates will reserve the right to not pay for duplicate players, players that have self-excluded, or disabled players (players that have had their account closed by our support team – due to fraud etc) within the month that traffic has been obtained.

The qualifying period is 30days from the registration of the player. When a deal has ended/expired, no traffic thereafter should be acknowledged as a CPA/Hybrid. EPC Affiliates gives 30 days after the deal has ended for any late converting traffic to be acknowledged. Thereafter, no traffic will be acknowledged as part of the existing deal.

Affiliate commissions that remain unpaid and unclaimed with no invoice received for one year (12 months) will be written off.

EPC Affiliates may in its sole discretion withhold the payment of any balance to the Affiliate for up to one hundred and eighty (180) days if EPC Affiliates needs to investigate and verify that the relevant transactions comply with the provisions of these Terms and conditions and those terms of use applicable to the Customers.

No payment shall be due if EPC Affiliates have reasons to believe that the traffic generated by the Affiliate or the Referred Player is illegal or is in breach of any of the provisions of these Terms and conditions.

The Affiliate agrees to return all Commission received from EPC Affiliates based on fraudulent or falsified transactions and hereby indemnifies EPC Affiliates for all costs and losses incurred in relation to such transactions (including, but without limitation, legal fees and costs).

All Commission payable by EPC Affiliates pursuant to these Terms and conditions shall be inclusive of VAT (or equivalent sales tax) and the Affiliate shall be responsible for discharging all VAT (or equivalent sales tax) and all other dues, fees, excises or tariffs applicable to such Commission.

The Affiliate shall notify EPC Affiliates of any change in its contact or address details and its payment account details and EPC Affiliates will not be liable for any losses arising from the Affiliate's failure to properly notify EPC Affiliates of such changes.

7. HIGH ROLLER POLICY

If a Referred Player introduced by and affiliate via a tracking link, generates a negative Net Revenue of €10,000 or more in a single calendar month, that player will be classified as a "High Roller."

Should the total commissionable Net Revenue for that month be negative, the following terms will apply:

- The High Roller's negative Net Revenue will be carried forward and offset against any future positive Net Revenue they generate.
- This carried-forward balance is specific to the individual High Roller and cannot be applied to offset revenue from other Referred Players.
- As the High Roller produces positive Net Revenue in future months, the negative balance will be reduced accordingly.
- The negative balance will only increase if the High Roller again meets the €10,000 loss threshold in a future month. Otherwise, additional monthly losses will not add to the carried balance.
- You will be able to monitor all adjustments made, allowing you to track when the High Roller reaches breakeven.

All adjustments will be calculated at the end of each calendar month, based on that month's total Net Revenue.

8. RIGHT TO WITHHOLD AMOUNTS

EPC Affiliates reserves the right to withhold all amounts due and payable to the Affiliate pursuant to these Terms and conditions if it believes that any fraud has taken place or is contemplated which involves the Affiliate, whether or not the withheld amounts relate to the event in question. If EPC Affiliates believes that a Fraud has taken place or is contemplated by any Referred Player without the Affiliate's knowledge, it will be entitled to withhold any amounts due to the Affiliate in connection with such Fraud. EPC Affiliates will also be entitled, in the foregoing events, to set-off from future amounts payable to the Affiliate any amounts already received by the Affiliate which can be shown to have been generated by Fraud.

EPC Affiliates reserves the right to delay or withhold payments if any supporting documents (proof of traffic and/or KYC of the affiliate partner) relating to the payments to be made to the Affiliate are not promptly provided to it upon request.

If EPC Affiliates determines, at its sole discretion, that the Affiliate has engaged in any activity in breach of these Terms and conditions or that the Affiliate has otherwise breached any of its representations, warranties or undertakings in these Terms and conditions, EPC Affiliates may (without prejudice to any other rights or remedies available to it) withhold any amounts due and payable to the Affiliate hereunder, whether or not generated by such breach.

9. PROPRIETARY RIGHTS

Subject to approval of the Affiliate Application, EPC Affiliates will grant to the Affiliate a nonexclusive, revocable, non-transferable licence during the term of this Agreement to use: (i) the Affiliate Portal; and (ii) any of the Approved Content solely for the purpose of performing its obligations under these Terms and conditions and in accordance with its terms. The licence granted pursuant to this clause 11 will terminate automatically upon the termination of this Agreement for any reason.

The Affiliate acknowledges and agrees that EPC Affiliates and/or its Group Companies own all intellectual property rights in the Gaming Site, the Approved Content and any materials provided by EPC Affiliates to the Affiliate. Except as expressly stated herein, this Agreement does not grant the Affiliate any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences belonging to EPC Affiliates. All such rights are reserved to EPC Affiliates and its Group Companies.

The Affiliate acknowledges and agrees that EPC Affiliates and/or its brand partners are the sole and exclusive owner of the Database, and that the Affiliate shall not make any direct or indirect use of such Database, nor retain a copy in any form or manner whatsoever of the Database, or market any goods or services to any customer whose details appear in the Database (including the transfer of such details to any third party).

10. CONFIDENTIALITY

Each party undertakes that it shall not at any time during this Agreement, and for a period of five (5) years after termination of this Agreement, disclose to any person any

confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any Group Company.

Each party may disclose the other party's confidential information:

to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and

as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority or listed stock exchange.

No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

Neither party shall be responsible for any loss, destruction, alteration or disclosure of confidential information caused by any third party.

This clause 9 shall survive termination of this Agreement, however arising.

11. DATA PROTECTION

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from me to me relating to the use of personal data, including (without limitation) any data protection legislation from me to me in force including, to the extent applicable to the relevant Customer, the General Data Protection Regulation ((EU) 2016/679). This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

Any advertising material sent by the Affiliate shall always contain an unsubscribe facility whereby the recipient can opt to stop receiving advertising material from the Affiliate.

12. INDEMNITY

The Affiliate agrees to defend, indemnify and hold EPC Affiliates and its Group Companies, successors, officers, employees, agents, directors, shareholders and attorneys, free and harmless from and against any and all claims and liabilities,

including reasonable legal and expert fees, related to or arising from: any breach of Affiliate's representations, warrants or obligations under this Agreement; the Affiliate's use (or misuse) of the Approved Content and any other marketing material provided by EPC Affiliates and other intellectual property rights owned by or licensed to EPC Affiliates;

all conduct and activities occurring under Affiliate's Access Credentials;

any defamatory, libellous or illegal material contained on the Affiliate Sites or Affiliate's information and data;

any claim or contention that the Affiliate Sites or the Affiliate's information and data infringes any third party's intellectual property rights or violates any third party's rights of privacy or publicity;

third party access or use of the Affiliate Sites or the Affiliate's information and data;

any claim related to Affiliate Sites or the Link Pages; and

any violation of these Terms and conditions or any Applicable Laws.

Nothing in this Agreement shall limit the Affiliate's liability under this clause 12.

13. LIMITATION OF LIABILITY

This clause 12 sets out the entire financial liability of EPC Affiliates (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Affiliate:

arising under or in connection with these Terms and conditions; and

in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with these Terms and conditions.

Except as expressly and specifically provided in these Terms and conditions, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from these Terms and conditions.

Nothing in these Terms and conditions excludes the liability of either party for any of the following:

death or personal injury caused by negligence; or

fraud or fraudulent misrepresentation.

EPC Affiliates shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any of the following:

loss of revenue or profits; or

loss of contracts or anticipated savings; or

loss of business; or

depletion of goodwill and/or similar losses; or

loss or corruption of data or information; or

pure economic loss; or

any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement.

EPC Affiliates's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the amount of Commission validly due to the Affiliate (as determined by EPC Affiliates) as at the date on which any such liability arose.

In no event shall EPC Affiliates be responsible for any dispute or claim between the Affiliate and any users of the Affiliate Sites.

14. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue in force unless and until either EPC Affiliates or the Affiliate notifies the other in writing (via email shall suffice) that it wishes to terminate this Agreement, in which case this Agreement will be terminated immediately.

This Agreement shall automatically be terminated in the event that EPC Affiliates is precluded from offering online gambling services.

EPC Affiliates may terminate this Agreement immediately on notice at any time if it discontinues or withdraws, in whole or in part, its affiliate marketing programme. EPC Affiliates will endeavour to give Affiliate as much notice of the same as reasonably practicable, but any such termination will be without liability to EPC Affiliates.

EPC Affiliates may terminate this Agreement immediately on written notice if it determines in its sole discretion that:

the Affiliate is in breach of any Applicable Law; or

the Affiliate is in breach of any of its obligations under clauses 4, 6 and 9; or

such termination is deemed to be necessary to comply with EPC Affiliates's internal policies and/or to comply with all Applicable Laws; or

the Affiliate has (in whole or part) been responsible by way of any act or omission which has resulted in any form of Fraud.

Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:

the other party commits a material breach of any term of this Agreement and such breach is irremediable or (if such a breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

the other party is declared bankrupt or insolvent by court order or if any bankruptcy or insolvency proceedings are commenced against the other party or in the event of any similar situation indicating that the other party is insolvent.

The Affiliate hereby agrees and acknowledges that any breach of Applicable Laws may, without limitation, result in fines, penalties, breaches of license conditions and ability to do business, as well as potential civil and criminal action against the Affiliate or EPC Affiliates by the respective authorities. Without prejudice to any of EPC Affiliates's rights herein or at law, EPC Affiliates may forthwith terminate this Agreement, in part or in its entirety, should the Affiliate act in breach of the foregoing and the Affiliate shall be held fully responsible and liable for any such resulting fine, penalty, claim, action, or loss which is caused to us as a result of its actions, omissions or default as the case may be.

For the avoidance of doubt, the aforementioned termination right and liability of the Affiliate shall not apply where any such fine, penalty, claim, action, or loss has arisen as a direct result of the Affiliate's observance of any instructions received from EPC Affiliates.

15. CONSEQUENCES OF TERMINATION

On termination of this Agreement for any reason:

all licences and benefits granted under this Agreement shall immediately terminate;

each party shall return and make no further use of any materials and other items (and all copies of them) belonging to the other party; and

the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

EPC Affiliates may withhold the Affiliate's final payment for a reasonable time to ensure that the correct amount is paid and that there are no debts or liabilities owing by the Affiliate. EPC Affiliates shall be entitled to deduct from any payments due and payable to the Affiliate, any such debts and liabilities due to it, if any.

16. USE OF PERSONAL INFORMATION

For the purposes of this Agreement, the terms "controller", "data subject", "personal data", "process", "processing" and "processor" shall each have the meaning given to them in the GDPR.

The Affiliate represents, warrants and agrees that:

it shall always obtain the express and valid consent of Referred Players (in accordance with the requirements of the Data Protection Legislation) to whom it sends direct marketing;

any direct marketing it sends out to Referred Players and the consents related to the same shall be independent of, and governed separately from, any marketing consents that EPC Affiliates may have in respect of its own marketing;

all direct marketing sent to Referred Players shall include an opportunity for Referred Players to opt-out of all future direct marketing from the Affiliate;

it will not send any direct marketing to Referred Players (i) who have not given express consent to receive direct marketing; (ii) who have opted out from such marketing; or (iii) where EPC Affiliates has notified the Affiliate in writing that such Referred Player must not be contacted; and

it shall at all times comply with the Data Protection Legislation including, without limitation, ensuring that Referred Players' personal data: (i) is collected fairly, lawfully and transparently; (ii) is processed in accordance with a lawful condition (as set out in the Data Protection Legislation); and (iii) is protected from loss, theft, accidental destruction or unauthorised access by implementing appropriate technical and organizational measures in respect of such personal data.

The Affiliate shall notify EPC Affiliates immediately in the event that it breaches (or suspects that it has breached) any of the warrants in this clause 18.

The Affiliate shall ensure that all processors acting on its behalf pursuant to this Agreement are bound by contractual terms no less onerous than the standards prescribed by the Data Protection Legislation.

The Affiliate shall notify EPC Affiliates immediately in the event that (i) any Referred Player makes a complaint to the Affiliate, or (ii) any supervisory authority contacts the Affiliate, in respect of direct marketing or the Affiliate's processing of any Referred Player's personal data.

The Affiliate hereby indemnifies EPC Affiliates against all costs, claims, fines, group actions, damages and expenses incurred by EPC Affiliates due to any failure by the Affiliate, its employees, agents, subcontractors or processors, to comply with any of its (or their) obligations under this clause 18 and/or the Data Protection Legislation. Nothing in this Agreement shall limit the Affiliate's liability under this clause 18.

The Affiliate acknowledges that its personal information (meaning any information about it from which it can be personally identified, such as its name, address, telephone number or email address) may be used by EPC Affiliates for the following purposes:

to comply with relevant regulations regarding the Affiliate's registration with EPC Affiliates, including verifying the information which the Affiliate provides to it;

to monitor activities in order to detect fraudulent or otherwise unlawful, criminal or improper activities (including money laundering) and to investigate and/or prevent any such activities; to report any such activities to any relevant authorities and/or other online gambling and gaming operators or other online service providers;

to keep the Affiliate informed of future events, offers and promotions in relation to its account and to provide the Affiliate with important information about its account; and for any other purpose which is necessary for the performance of EPC Affiliates's contractual obligations to the Affiliate, or for enforcing the Affiliate's compliance with its contractual obligations to EPC Affiliates.

The Affiliate further acknowledges that its personal information as set out in clause 18 above may be disclosed by EPC Affiliates to relevant third parties for such purposes, including (without limitation) to:

identify and/or age verification agencies, and/or credit checking agencies;

relevant authorities, other online gambling and gaming operators, other online service providers, banks, credit card companies, electronic payment providers or other financial institutions, and the Affiliate hereby agrees to cooperate fully with EPC Affiliates in respect of any such investigations of activities which it or any such third party may carry out.

17. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three (3) months, the party not affected may terminate this Agreement by giving thirty (30) days' written notice to the affected party.

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided pursuant to these Terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. RIGHTS AND REMEDIES

The rights and remedies provided pursuant to these Terms and conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

20. SEVERANCE

If any provision or part-provision of these Terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the remainder of these Terms and conditions.

21. ENTIRE AGREEMENT

These Terms and conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warrants, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and conditions.

Each party agrees that the only rights and remedies available to it arising out of or in connection with a representation shall be for breach of contract.

22. ASSIGNMENT AND OTHER DEALINGS

The Affiliate shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms and conditions without the prior written consent of EPC Affiliates.

EPC Affiliates may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms and conditions.

23. NO PARTNERSHIP OR AGENCY

Nothing in these Terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

24. VARIATION

EPC Affiliates may unilaterally amend any of the terms and conditions contained in this Agreement, at any time and at its sole discretion, by posting the amended agreement on the “Terms & conditions” page on the Affiliates Portal. Any changes will take effect from the date specified at the head of the updated version of this Agreement (“Amendment Date”), and the Affiliate hereby agrees to be bound by such changes from the Amendment Date.

The Affiliate is solely responsible for regularly checking the Affiliate Portal and making itself aware of any such amended versions and changes.

If any amendment made is unacceptable to the Affiliate, the Affiliate’s only recourse is to terminate this Agreement with immediate effect. The Affiliate’s continued participation in the Affiliate Programme following the Amendment Date will constitute a binding acceptance by the Affiliate of the amended Agreement, irrespective of whether or not the Affiliate has actually learned of or read the relevant changes.

25. THIRD PARTY RIGHTS

No one other than EPC Affiliates and the Affiliate shall have any rights under or in connection with these Terms and conditions.

26. NOTICES

Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

in the case of EPC Affiliates sent by email to: affiliates@epcffiates.com and, in the case of the Affiliate, sent by email to the address provided in the Affiliate Application.

Any notice or communication shall be deemed to have been received:

- if delivered by hand, on signature of a delivery receipt; and

- if sent by pre-paid first-class post or other next working day delivery service, at midday on the second Business Day after posting or at the time recorded by the delivery service; and if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

27. GOVERNING LAW

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of Curaçao.

28. JURISDICTION

Each party irrevocably agrees that the courts of Curaçao shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.