



## AFFILIATE TERMS & CONDITIONS

Affiliate Program Operating Agreement This Affiliate Program Operating Agreement (the "Agreement") is made and entered into by and between Palmerbet ("Palmerbet" or "we"), and you, ("you" or "Affiliate") the party submitting an application to become a Palmerbet affiliate). The terms and conditions contained in this Agreement apply to your participation with affiliates.Palmerbet.com ("Affiliate Program"). Each Affiliate Program offer (an "Offer") may be for any offering by Palmerbet or a third party (each such third party a "Client") and may link to a specific web site for that particular Offer ("Program Web Site"). Furthermore, each Offer may have additional terms and conditions on pages within the Affiliate Program and are incorporated as part of this Agreement. By submitting an application or participating in an Offer, you expressly consent to all the terms and conditions of this Agreement.

### **Enrollment in the Affiliate Program**

You must submit an Affiliate Program application from our website. You must accurately complete the application to become an affiliate (and provide us with future updates) and not use any aliases or other means to mask your true identity or contact information. After we review your application, we will notify you of your acceptance or rejection to the Affiliate Program, generally within two (2) business days. We may accept or reject your application at our sole discretion for any reason.

### **Obligations of the Parties**

Subject to our acceptance of you as an affiliate and your continued compliance with the terms and conditions of this Agreement, Palmerbet agrees as follows:

1. We will make available to you via the Affiliate Program graphic and textual links to the Program Web Site and/or other creative materials (collectively, the "Links") which you may display on web sites owned or controlled by you, in emails sent by you and clearly identified as coming from you and in online advertisements (collectively, "Media"). The Links will serve to identify you as a member of our Affiliate Program and will establish a link from your Media to the Program Web Site.
2. We will pay Affiliate for each Qualified Action (the "Commission"). A "Qualified Action" means an individual person who (i) accesses the Program Web Site via the Link, where the Link is the last link to the Program Web Site, (ii) is not a computer generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person, (iii) is not using pre-populated fields (iv) completes all of the information required for such action within the time period allowed by Palmerbet and (v) is not later determined by Palmerbet to be fraudulent, incomplete, unqualified or a duplicate.

We reserve the right to charge back to your account any previously paid Qualified Actions that are later determined to have not met the requirements to be a Qualified Action.

3. As an Active Member of the Palmerbet Affiliate Program you are required to refer at least five (5) new depositing players per month.

3.1 If you fail to meet the minimum referral requirements, commissions for that month are void and do not roll over. Palmerbet also reserves the right to terminate your affiliate account as outlined under 'Term and Termination'.

3.2 If you meet the minimum referral requirements but your commission balance is less than \$100 then your commissions will roll over to the next month and will continue to roll over monthly until \$100 is reached. If you fail to meet the minimum referral requirements in the subsequent month then commission will be void.

4. Payment for Commissions is dependent upon Clients providing such funds to Palmerbet, and therefore, you agree that Palmerbet shall only be liable to you for Commissions to the extent that Palmerbet has received such funds from the Clients. You hereby release Palmerbet from any claim for Commissions if Palmerbet has not received such funds from the Clients.
5. Palmerbet shall automatically generate an invoice on behalf of Affiliate for all Commissions payable under this Agreement and shall remit payment to Affiliate based upon that invoice. All tracking of Links and determinations of Qualified Actions and Commissions shall be made by Palmerbet in its sole discretion. In the event that Affiliate disputes in good faith any portion of an invoice, Affiliate must submit that dispute to Palmerbet in writing and in sufficient detail within thirty (30) days of the date on the invoice. If Affiliate does not dispute the invoice as set forth herein, then Affiliate agrees that it irrevocably waives any claims based upon that invoice. In the event that Affiliate is also tracking Qualified Actions and Affiliate claims a discrepancy, Affiliate must provide Palmerbet with Affiliate's reports within three (3) days after 30th day of the calendar month, and if Palmerbet's and Affiliate's reported statistics vary by more than 10% and Palmerbet reasonably determines that Affiliate has used generally accepted industry methods to track Qualified Actions, then Palmerbet and Affiliate agree to make a good faith effort to arrive at a reconciliation. If the parties are unable to arrive at a reconciliation, then Palmerbet's numbers shall govern.
6. If Affiliate has an outstanding balance due to Palmerbet under this Agreement or any other agreement between the Affiliate and Palmerbet, whether or not related to the Affiliate Program, Affiliate agrees that Palmerbet may offset any such amounts due to Palmerbet from amounts payable to Affiliate under this Agreement.

Affiliate also agrees to:

7. Have sole responsibility for the development, operation, and maintenance of, and all content on or linked to, your Media.
8. Ensure that all materials posted on your Media or otherwise used in connection with the Affiliate Program (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party and (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence,

promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that Palmerbet informs you that it considers objectionable (collectively, "Objectionable Content").

9. Not make any representations, warranties or other statements concerning Palmerbet or Client or any of their respective products or services, except as expressly authorized herein.
10. Make sure that your Media does not copy or resemble the look and feel of the Program Web Site or create the impression that your Media is endorsed by Palmerbet or Clients or a part of the Program Web Site, without prior written permission from us.
11. Comply with all (i) obligations, requirements and restrictions under this Agreement and (ii) laws, rules and regulations as they relate to your business, your Media or your use of the Links.
12. Comply with the terms, conditions, guidelines and policies of any third party services used by Affiliate in connection with the Affiliate Program, including but not limited to, email providers, social networking services and ad networks.
13. Always prominently post and make available to end-users, including prior to the collection of any personally identifiable information, a privacy policy in compliance with all applicable laws that clearly and thoroughly discloses all information collection, use and sharing practices, including providing for the collection of such personally identifiable information in connection with the Affiliate Program and the provision of such personally identifiable information to Palmerbet and Clients for use as intended by Palmerbet and Clients.
14. Always prominently post and make available to end-users any terms and conditions in connection with the Offer set forth by Palmerbet or Client, or as required by applicable laws regarding such Offers.
15. Make sure to not place Palmerbet ads on any online auction platform (i.e. eBay, Amazon, etc).

The following additional program-specific terms shall apply to any promotional programs set forth below:

1. Email Campaigns. For all email campaigns, Affiliate must download the "Suppression List" from the Offers section of Palmerbet. Affiliate shall filter its email list by removing any entries appearing on the Suppression List and will only send emails to the remaining addresses on its email list. Palmerbet will provide an opt-out method in all Links, however, if any opt-out requests come directly to Affiliate, Affiliate shall immediately forward them to Palmerbet at affiliates@Palmerbet.com. Affiliate's emails containing the Links may not include any content other than the Links, except as required by applicable law.
2. Affiliate agrees that failure to download the Suppression List and remove all emails from the database before mailing may result in Commission withholdings, removal or suspension from all or part of the Affiliate Program, possible legal action and any other rights or remedies available to Palmerbet pursuant to this Agreement or otherwise. Affiliate further agrees that it

will not mail or market to any suppression files generated through the Palmerbet network, and that doing so may result in Commission withholdings, removal or suspension from the Affiliate Program, possible legal action and any other rights or remedies available to Palmerbet pursuant to this Agreement or otherwise.

3. Advertising Campaigns. No Links can appear to be associated with or be positioned on chat rooms or bulletin boards unless otherwise agreed by Palmerbet in writing. Any pop-ups/unders used for the Affiliate Program shall be clearly identified as Affiliate served in the title bar of the window and any client-side ad serving software used by Affiliate shall only have been installed on an end-user's computer if the function of the software is clearly disclosed to end-users prior to installation, the installation is pursuant to an affirmatively accepted and plain-english end user license agreement and the software be easily removed according to generally accepted methods.
4. Affiliate Network Campaigns. For all Affiliate's that maintain their own affiliate networks, Affiliate agrees to place the Links in its affiliate network (the "Network") for access and use by those affiliates in Affiliate's Network (each a "Third Party Affiliate"). Affiliate agrees that it will expressly forbid any Third Party Affiliate to modify the Links in any way. Affiliate agrees to maintain its Network according to the highest industry standards. Affiliate shall not permit any party to be a Third Party Affiliate whose web site or business model involves content containing Objectionable Content. All Third Party Affiliates must be in good standing with Affiliate. Affiliate must require and confirm that all Third Party Affiliates affirmatively accept, through verifiable means, this Agreement prior to obtaining access to the Links. Affiliate shall promptly terminate any Third Party Affiliate who takes, or could reasonably be expected to take, any action that violates the terms and conditions of this Agreement. In the event that either party suspects any wrongdoing by a Third Party Affiliate with respect to the Links, Affiliate shall promptly disclose to Palmerbet the identity and contact information for such Third Party Affiliate. Affiliate shall promptly remove any Third Party Affiliate from the Affiliate Program and terminate their access to future Offers of Palmerbet in the Network upon written notice from Palmerbet. Unless Palmerbet has been provided with all truthful and complete contact information for a Third Party Affiliate and such Third Party Affiliate has affirmatively accepted this Agreement as recorded by Palmerbet, Affiliate shall remain liable for all acts or omissions of any Third Party Affiliate.

### **Confidentiality**

Except as otherwise provided in this Agreement or with the consent of Palmerbet, you agree that all information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or any of our affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for any purpose other than your participation in the Affiliate Program, except and solely to the extent that any such information is generally known or available to the public through a source other than you. Affiliate shall not use any information obtained from the Affiliate Program to develop, enhance or operate a service that competes with the Affiliate Program, or assist another party to do the same.

## **Limited License & Intellectual Property**

We grant you a nonexclusive, non-transferable, revocable right to use the Links and to access our web site through the Links solely in accordance with the terms of this Agreement, for the sole purpose of identifying your Media as a participant in the Affiliate Program and assisting in increasing sales through the Program Web Site.

You may not alter, modify, manipulate or create derivative works of the Links or any Palmerbet graphics, creative, copy or other materials owned by, or licensed to, Palmerbet in any way. You are only entitled to use the Links to the extent that you are a member in good standing of the Affiliate Program. We may revoke your license anytime by giving you written notice. Except as expressly stated herein, nothing in this Agreement is intended to grant you any rights to any of Palmerbet's trademarks, service marks, copyrights, patents or trade secrets. You agree that Palmerbet may use any suggestion, comment or recommendation you choose to provide to Palmerbet without compensation. All rights not expressly granted in this Agreement are reserved by Palmerbet.

## **Term and Termination**

This Agreement shall commence on the date of our approval of your Affiliate Program application and shall continue thereafter until terminated as provided herein. You may terminate your participation in the Affiliate Program at any time by removing all Links from your Media, deleting all copies of the Links. We may terminate your participation in one or more Offers or this Agreement at any time and for any reason which we deem appropriate with or without prior notice to you by disabling the Links or providing you with a written notice. Upon termination of your participation in one or more Offers or this Agreement for any reason, you will immediately cease all use of and delete all Links, plus all Palmerbet or Client intellectual property, and will cease representing yourself as a Palmerbet or Client affiliate for such one or more Offers. All rights to validly accrued payments, causes of action and any provisions, which by their terms are intended to survive termination, shall survive any termination.

Where Palmerbet exercises any power pursuant to clause 5 it will not be required to disclose its reasoning in connection with any such suspension or termination. Where Palmerbet discloses its reasons for such suspension or termination, it may withhold and/or terminate any payments that otherwise may have been due to Affiliate. For example, Palmerbet will not pay Affiliate any amounts referable to fraudulent (or suspected fraudulent) or banned Customers.

On termination:

1. All rights and licenses granted to Affiliate will terminate immediately.
2. Affiliate must remove all Palmerbet banners from their site and disable any links to the Website from their website.
3. Subject to clause 5.4 (below), Affiliate will be entitled to unpaid commission fees, if any, earned by Affiliate on or prior to the date of termination. Affiliate will not be entitled to referral fees occurring after the date of termination.
4. If Affiliate has failed to fulfil their obligations under this Agreement, Palmerbet will not pay any referral fees otherwise owed on termination.

5. Palmerbet may withhold final payment for a reasonable time to ensure that the correct amount is paid to Affiliate.
6. If Palmerbet continues to permit activity (generation of revenue) after termination from Customers referred by Affiliate, this does not constitute a continuation or renewal of this Agreement or a waiver of termination.
7. Affiliate will return to Palmerbet any confidential information, and all copies of information in your possession, custody or control. Affiliate will cease all use of any trade names, trademarks, service marks, logos and other designations of Palmerbet or its licensors.
8. Affiliate and Palmerbet will be released from all obligations and liabilities to each other occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination, as set out in this Agreement. Termination will not relieve Affiliate from any liability arising from any breach of this Agreement, which occurred prior to termination.

As an Active Member of Palmerbet you are required to:

1. Refer at least five (5) new depositing players per month. At any stage, if the minimum referral requirement is not met, the term of the affiliate agreement and participation in the program, including any current or future commissions, may be terminated at any time without notice to the affiliate, at the discretion of [Palmerbet.com](http://Palmerbet.com).

### **Commission**

Palmerbet will pay the Affiliate a Commission each Payment Period by the 30th business day of the month, if the Commission due is more than the Minimum Commission.

If the Minimum Commission is not reached in the relevant Payment Period, then the Commission will be carried over into the next Payment Period, or subsequent Payment Periods, until such time as the Minimum Commission is reached.

Any negative earnings will be zeroed at the end of the month and not be carried forward to the following month, unless otherwise agreed.

Revenue Share Plan - Palmerbet will pay a commission that is equal to the percentage of Net Revenue from all referred customers to the Palmerbet website. Referred customers are those who linked to the Palmerbet website via the Affiliate's linking code and registered a new account.

Net Revenue is calculated on all betting activities as follows: All gross monies from bets made by customers less monies paid out to customers as winnings, GST on Winnings, fraud, chargebacks, free bet winnings, product fees and any other promotional incentives.

Cost per Acquisition (CPA) Plan - The CPA plan is available by request only and further terms & conditions will be contained in a new agreement.

- If 50% or more of your turnover, net revenue or income (any figure) is dominated by 1 (one) player, we reserve the right to carry forward losses or another arrangement at our discretion.

We reserve the right to withhold commissions up to or equal the amount of outstanding debt of the affiliates clients.

### **Remedies**

In addition to any other rights and remedies available to us under this Agreement Palmerbet reserves the right to delete any actions submitted through your Links and withhold and freeze any unpaid Commissions or charge back paid Commissions to your account if (i) Palmerbet determines that you have violated this Agreement, (ii) Palmerbet receives any complaints about your participation in the Affiliate Program which Palmerbet reasonably believes to violate this Agreement or (iii) any Qualified Action is later determined to have not met the requirements set forth in this Agreement or on the Affiliate Program. Such withholding or freezing of Commissions, or charge backs for paid Commissions, shall be without regard as to whether or not such Commissions were earned as a result of such breach. In the event of a material breach of this Agreement, Palmerbet reserves the right to disclose your identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by your actions.

### **Anti-Spam Policy**

You must strictly comply with the federal CAN-SPAM Act of 2003 (the "Act"). All emails sent in connection with the Affiliate Program must include the appropriate party's opt-out link. From time to time, we may request - prior to your sending emails containing linking or referencing the Affiliate Program that you submit the final version of your email to Palmerbet for approval by sending it to your Palmerbet representative and upon receiving written approval from Palmerbet of your email the email may be transmitted to third parties.

It is solely your obligation to ensure that the email complies with the Act. You agree not to rely upon Palmerbet's approval of your email for compliance with the Act, or assert any claim that you are in compliance with the Act based upon Palmerbet's approval.

### **Fraud**

You are expressly prohibited from using any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with referrals through the Links or the generation of Commissions or exceed your permitted access to the Affiliate Program. Such acts include, but are in no way limited to, using automated means to increase the number of clicks through the Links or completion of any required information, using spyware, using stealware, cookie-stuffing and other deceptive acts or click-fraud. Palmerbet shall make all determinations about fraudulent activity in its sole discretion.

### **Representations and Warranties**

You hereby represent and warrant that this Agreement constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms and that you have the authority to enter into this Agreement. Subject to the other terms and conditions of this Agreement, Palmerbet represents and warrants that it shall not knowingly violate any law, rule or regulation which is applicable to Palmerbet's own business operations or Palmerbet's proprietary products or services.

### **Modifications**

In addition to any notice permitted to be given under this Agreement, we may modify any of the terms and conditions of this Agreement at any time by providing you with a notification by email. The changes will become effective ten (10) business days after such notice. If the modifications are unacceptable to you, you may terminate this Agreement without penalty solely on the account of such termination within such ten (10) business day period. Your continued participation in this Affiliate Program ten (10) business days after a change notice has been posted will constitute your acceptance of such change. In addition, Palmerbet may change, suspend or discontinue any aspect of an Offer or Link or remove, alter, or modify any tags, text, graphic or banner ad in connection with a Link. Affiliate agrees to promptly implement any request from Palmerbet to remove, alter or modify any Link, graphic or banner ad that is being used by Affiliate as part of the Affiliate Program.

### **Independent Investigation**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Affiliate Program and each Offer and are not relying on any representation, guarantee or statement other than as set forth in this Agreement or on the Affiliate Program.

### **Mutual Indemnification**

Affiliate hereby agrees to indemnify, defend and hold harmless Palmerbet and Clients and their respective subsidiaries, affiliates, partners and licensors, directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on (i) any failure or breach of this Agreement, including any representation, warranty, covenant, restriction or obligation made by Affiliate herein, (ii) any misuse by Affiliate, or by a party under the reasonable control of Affiliate or obtaining access through Affiliate, of the Links, Offers or Palmerbet or Client intellectual property, or (iii) any claim related to your Media, including but not limited to, the content contained on such Media (except for the Links).

Palmerbet hereby agrees to indemnify, defend and hold harmless Affiliate and its subsidiaries, affiliates, partners, and their respective directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on a claim that Palmerbet is not authorized to provide you with the Links.

### **Disclaimers**

THE AFFILIATE PROGRAM AND LINKS, AND THE PRODUCTS AND SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO AFFILIATE "AS IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, PALMERBET EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. PALMERBET DOES NOT WARRANT THAT THE AFFILIATE PROGRAM OR LINKS WILL MEET AFFILIATE'S SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF THE AFFILIATE PROGRAM OR LINKS WILL BE COMPLETELY ERROR- FREE OR UNINTERRUPTED. PALMERBET EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ACT OR OMISSION



OF A CLIENT OR THEIR PRODUCTS OR SERVICES. PALMERBET DOES NOT GUARANTEE THAT AFFILIATE WILL EARN ANY SPECIFIC AMOUNT OF COMMISSIONS.

### **Limitation of Liability**

IN NO EVENT SHALL PALMERBET BE LIABLE FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE LINKS, PROGRAM WEB SITES, TECHNICAL MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND BEYOND THE REASONABLE CONTROL OF PALMERBET. IN NO EVENT WILL PALMERBET BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PERSONAL INJURY / WRONGFUL DEATH, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT PALMERBET HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. PALMERBET'S CUMULATIVE LIABILITY TO AFFILIATE, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO AFFILIATE BY PALMERBET IN COMMISSIONS DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM.

### **Governing Law & Miscellaneous**

Affiliate shall be responsible for the payment of all attorneys fees and expenses incurred by Palmerbet to enforce the terms of this Agreement. This Agreement contains the entire agreement between Palmerbet and Affiliate with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral. Affiliate agrees that Palmerbet shall not be subject to or bound by any Affiliate insertion order or online terms and conditions that amend, conflict with or supplement this Agreement, regardless of whether Palmerbet "clicks through" or otherwise indicates its acceptance thereof. Affiliate may not assign all or any part of this Agreement without Palmerbet's prior written consent. Palmerbet may assign this Agreement at any time with notice to Affiliate. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the parties hereto. The provisions of Section 3, 4(b), 6, 7, 8, 12-15 and any accrued payment obligations shall survive the termination of this Agreement. Except as set forth in the "Modifications" section above, this Agreement may not be modified without the prior written consent of both parties. If any provision of this Agreement is held to be void, invalid or inoperative, the remaining provisions of this Agreement shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties. Each party to this Agreement is an independent contractor in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. No course of dealing nor any delay in exercising any rights hereunder shall operate as a waiver of any such rights. No waiver of any default or breach shall be deemed a continuing waiver or a waiver of any other breach or default.

By submitting and application to Affiliate Program, you affirm and acknowledge that you have read this Agreement in its entirety and agree to be bound by all of its terms and conditions. If you do not wish to be bound by this Agreement, you should not submit an application to Affiliate Program. If an individual is accessing this Agreement on behalf of a business entity, by doing so, such individual

represents that they have the legal capacity and authority to bind such business entity to this Agreement. This Agreement was last revised on 24-07-2019.