

RBF Partners Affiliate Program

Terms & Conditions

Version 1.0

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I. General

1. **RBF Partners** is powered by MyAffiliates and operated by the brands Rivalo and BetFox.

II. Object

1. The object is the implementation of advertising material made available by **RBF Partners** to promote the brands Rivalo and BetFox. The affiliate partner obtains access to a private area on rbfpartners.com with the aim of establishing closed advertising collaboration for reciprocal use. This advertising cooperation is not mutually exclusive.

2. **RBF Partners** makes a selection of advertising material available to the affiliate partner in the form of banners, graphics, and texts amongst others to include in the affiliate partner's website. **RBF Partners** is entitled to amend or limit the advertising material or make new advertising material available at any time. By including this advertising material on the website, the affiliate partner allows the user to redirect from its website by clicking on the corresponding symbols directly to our brands and place bets there, play casino games or take part in other bets and games activities.
3. All costs for the graphic creation and design of all advertising material are borne by **RBF Partners**. The costs for implementing the advertising material are borne by the affiliate partner.

III. Conditions

1. **RBF Partners** points out expressly that advertising for bets and games offered by Rivalo & BetFox or the arrangement of bets or games of chance is subject to legal restrictions in certain states and under certain circumstances is even prohibited. In this case, the affiliate partner acknowledges that it is not entitled to display Rivalo & BetFox advertising material on its website. Where, after entering into this agreement or after displaying the advertising material on the affiliate's website, this is subject to legal restrictions, the affiliate partner is obliged to remove the advertising from its website without delay. The affiliate partner is obliged to regularly keep himself up to date with legal restrictions.
2. The affiliate partner is liable for damage suffered by **RBF Partners** as a result of failing to comply with legal restrictions.
3. The affiliate partner operates the website under its own name and is not limited in its power of attorney.

IV. Conclusion of the Agreement

1. **RBF Partners** provides an application form online. This shall be completed online by the affiliate partner. After receiving the fully completed form, **RBF Partners** shall check the application. The affiliate partner receives confirmation of acceptance of the application by email. **RBF Partners** is entitled to reject applications.
2. With acceptance the affiliate partner receives access to its password-protected area. In the personal area, the affiliate partner receives access to all relevant advertising material and commission-related sales figures resulting from joint cooperation.
3. **RBF Partners** reserves the right to terminate this agreement unilaterally in the case of the appointed account manager, or partner's point of contact, being unable to contact via the main registered email address on their account for a period of three consecutive months (90 days).
4. **RBF Partners** reserves the right to terminate the agreement and to stop calculating any revenue share commissions in the case the affiliate does not generate any marketing activity or trackable unique clicks on any of our brands for six consecutive months (180 days). This period can be prolonged by the affiliate manager or the management based on a mutual agreement between parties.
5. **RBF Partners** reserves the right to suspend the affiliate's account and stop calculating commission if invalid information or promotions are shown on their marketing sources. In such a case, if the

affiliate fails to reply to notifications from **RBF Partners** within one month (30 days), then the affiliate agreement will be declared null and void, any unpaid commissions will be confiscated, and the affiliate account closed indefinitely.

V. Licences

1. On entering into the contract the affiliate partner acquires a non-assignable right that can be terminated at any time to use the advertising material provided for the purpose of creating links to our brands. It is forbidden to edit the advertising material or amend it in any way whatsoever. The licence expires on termination of the agreement.
2. **RBF Partners** enters into this agreement on the basis of the design and content of the affiliate partner's website on the day this contract is entered into. Amendments to the affiliate partner's website, in particular with regard to its content and additional advertising material, require prior written approval from **RBF Partners**.
3. Copyright for the design of the provided advertising material within the framework of the partner programme as well as all other information to which access is given on the website remains exclusive.
4. A change of the affiliate partner's website URL address does not constitute an amendment to the contract and leaves its rights and obligations intact.

VI. The affiliate partner's website

1. The affiliate partner integrates the advertising material of its choice made available as part of the partner programme into its website and uses it to create a link to the RBF Group's website. Using the provided affiliate ID the rbfpartners.com registration system identifies customers gained via the link from the affiliates partner's advertising material.

VII. Commission

1. The affiliate partner receives a profit-related commission for implementing the advertising material. This is calculated on the net revenue from new customers put through to Rivalo & BetFox from the affiliate partner's website. New customers put through are regarded as those without a customer account with our brands and who successfully manage to correctly register as customers and make deposits into the account having arrived at RBF's Group websites via advertising material placed by the affiliate partner on its website.

The net revenue is calculated depending on the individual business fields as follows.

- (a) Sports betting: The stake placed with
 - (b) less distribution of winnings, cancelled bets, return payments, guaranteed customer bonuses, special payments, costs for payment interfaces and damages from chargebacks with credit card deposits, other payment interfaces and tax.
- (b) Casino: Betting turnover less distribution of winnings, damages from chargebacks with credit card deposits and other payment interfaces, gaming fees, guaranteed customer bonuses, costs of payment interfaces and pro rata licence fees to be paid by Rivalo & BetFox to the casino provider.

1.1 Payable Commission

RBFPartners will use the following calculation formula to run payable commission:

$(NGR \times \%) - \text{Payment Fee} = \text{Payable Commission}$

While Payment Fee is the total player's transactions (deposit + withdrawal) x 5%

RBF Partners Program does not charge Admin Fee.

A. The amount of commission is based on the amount of the overall net revenue from customers put through by the affiliate partner to RBF's Group websites. The applicable percentages are listed on **RBF Partners'** website. **RBF Partners** reserves the right to amend the percentages and individual agreements by applying the procedure for amending contracts.

B. Commission is calculated at the end of the month and credited to the affiliate partner's account by the 20th of the following month provided it amounts to at least EUR20.00 or the equivalent of your chosen currency. Where the minimum commission is not reached in a month, the entitlement to commission does not apply.

C. Commission is paid out by means of the application form. Bank fees arising from the transfer and/or cancellation by the receiving bank due to incomplete or incorrect details are borne by the affiliate partner. **RBF Partners** reserves the right to withhold any payment to the affiliate partner if incomplete and/or incorrect details of the bank account are given, an active investigation is in place or there is a risk of fraud.

D. All performance and expenditure are finally settled with the commission. Expenses and costs, in particular for additional advertising activity, may only be claimed if the affiliate partner is engaged to do so in writing by **RBF Partners**.

E. Any additional entitlement to commission expires on termination of the agreement.

F. For commissions based on CPA (cost per acquisition), qualification requirements may apply. Players must wager at least 1x their deposit to be able to qualify. Players out of the agreed jurisdiction won't be eligible for CPA. **RBF Partners** reserves the right to investigate eventual CPA abuse, and in case we suspect fraudulent activity, we are entitled to terminate the contract with immediate effect and confiscate unpaid commissions.

1.2 High Roller Player

High Roller Player means any customer which generates a negative NGR of at least €20,000 (twenty thousand Euro) - or the equivalent in another currency - in any given calendar month.

Where the commission earned by an affiliate in relation to a high roller player results in a negative amount in any calendar month, **RBF Partners** reserves the right to carry it forward in full.

Negative amounts which have been carried forward against future commissions will remain in the balance until it has been fully set off against future commissions.

VIII. Payments

1. **RBF Partners** shall pay affiliates the commission exclusively based on the number of new customers and/or the revenue generated from new customers and shall be deemed to be inclusive of value-added tax or any other applicable fee. The company shall pay commission via Rivalo/BetFox player account and for the affiliate partners based out of our jurisdiction, an alternative method

must be discussed on an individual basis. For the avoidance of doubt, when calculating the commission, new customers generated by affiliates across all websites shall be bundled together.

IX. RBF Partners' obligations

1. **RBF Partners** makes all advertising material and required information for the proper implementation available to the affiliate partner online in its personal area.
2. **RBF Partners** records all revenue generated by the published advertising material and calculates its net revenue. **RBF Partners** makes statistics available to the affiliate partner and undertakes all customer services in connection with the development of the business.

X. Obligations of the contractual partner

1. Responsibility for the correct technical integration of the advertising material lies exclusively with the affiliate partner. As a result, only advertising material made available as part of the affiliate programme may be used, otherwise no warranty for the correct recording and invoicing of games and bets can be accepted.
2. The affiliate partner is responsible for the technical operation of its website, in particular the link to RBF's Group Websites as well as for ensuring that the content of the website does not infringe the rights of third parties or breach laws in any other manner.
3. The affiliate partner is responsible for the development, operation, and maintenance of its website as well as all material appearing on the website. It is responsible for ensuring that no representations of violence, explicit sexual content or discriminatory comments or depictions regarding race, gender, religion, nationality, disability, sexual orientation, or age appear on its website and as such holds RBF's Group Websites harmless and free from the complaint.
4. The affiliate partner ensures that material depicted on its website does not infringe the rights of third parties (including copyright and trademark rights) and that material depicted on its website is neither offensive or defamatory nor contrary to the law in any other manner and as such holds the RBF Group harmless and free from the complaint. The affiliate partner undertakes to notify the affiliate team of any change of name of its website or the inclusion of additional banners in websites of which **RBF Partners** has thus far not been made aware.
5. Advertising and communication content on the affiliate partner's website may not contain either illegal or unlawful incorrect details that could have a damaging effect on the RBF Group's business. In the same way the conscious distribution of unwanted advertising (e.g. SPAM). The affiliate partner undertakes to comply with all compliance guidelines and requirements set out by the RBF Group in the course of time. Where the affiliate partner breaches these stipulations, **RBF Partners** is entitled to terminate the contract with immediate effect. The websites, or parts thereof, may not be aimed at persons under the age of 18.
6. The affiliate partner is not permitted to use the name of Rivalo, BetFox or other names and trademarks assigned to RBF Group other than by the installation deployment of the advertising material on his website. The affiliate partner is especially not allowed, and it is absolutely prohibited, for the affiliate partner to use the logos that are confusingly similar to any RBF's Group logos.

7. The affiliate partner must comply with the trademark and name rights of RBF's Group, as soon as a search campaign, which aims at improving the search engine ranking, is conducted. The affiliate partner agrees not to neither use keywords nor to serve so-called typos domains, which are similar to rivalo.com or other protected trademarks owned by RBF Group. Furthermore, the affiliate partner acknowledges that cookie spreading is strictly prohibited.

8. The affiliate partner is not permitted to offer customers refunds, bonuses, discounts, or other inducements for registering on any RBF's Group Websites. In the event of a breach, the affiliate account will be blocked immediately for the **RBF Partners** affiliate programme.

9. The affiliate partner is not permitted to fraudulently increase its commission in any shape or manner. Amongst this, this includes, but is not limited to, secret agreements, the creation of betting accounts with false details and exploiting marketing campaigns.

10. The affiliate partner shall be solely responsible for the actions of any sub-affiliate, sub-contractor, or any other third parties. You are liable for monitoring your affiliate network to ensure compliance with the terms of this agreement. You shall be held solely responsible for a breach of the terms of this agreement by your sub-contractors or affiliate network, and **RBF Partners** shall be entitled to take any action against you, without limitation, available under this agreement or at law in respect of the such breach.

XI. Term

1. The contract may be terminated by either party to the contract with immediate effect without stating why and without complying with a period of notice. In any event, **RBF Partners** will terminate the contract if the affiliate partner has breached significant obligations of this contract or the performance is or has become prohibited by law.

2. In the event of the contract being terminated the affiliate partner shall delete all advertising material installed without delay. It is not entitled to a right of retention or right of appeal.

3. **RBF Partners** undertakes to calculate and settle commission based on the net revenue by the 20th of the following month. **RBF Partners** is entitled to use the commission to offset any claims against the affiliate partner. After the contract has been terminated the affiliate partner is not entitled to any further commission or other remuneration from **RBF Partners**.

4. **RBF Partners** reserves the right to regularly monitor the affiliate partner's website and its performance.

XII. Confidentiality

1. All information obtained as a result of the cooperation shall be treated as confidential and may not be used either directly or indirectly for its own economic or other purposes or disclosed to third parties either.

2. This does not apply to generally known information. The parties to the contract are entitled to disclose information to individuals subject to a duty of secrecy under a court order or if there is a legal obligation to disclose.

3. Email addresses and other user data may only be used for internal purposes. The affiliate partners undertake to comply with the provisions of the data protection law and the provisions of the telecommunications law relating to data protection.

XIII. Warranty and liability

1. **RBF Partners** ensures that RBF's Group Websites are operated under current technical capabilities. No liability is accepted for ongoing claims.
2. Liability for intent and gross negligence is limited to **RBF Partners'** legal representatives and their vicarious agents. **RBF Partners'** liability, for whatever reasons, is limited to the amount of the commission paid out to the affiliate partner within the last six months. Where the contract is terminated before six months have expired, the commission paid out during this period is used to calculate the loss.

XIV. Amendments to the agreement

1. We may amend, alter, delete, interlinear, or add to these Terms & Conditions at any time and in our sole discretion, by posting a change notice upon login or a new agreement on our site. Such amendments, alterations, deletions, interlineations, or additions may include, for example, changes in the scope of available fees, fee schedules, payment procedures, and referral programme rules. Any amendments, alterations, deletions, interlineations, or additions to these Terms & Conditions shall be effective immediately upon notice, by display on the website and/or on MyAffiliates ('Ticketing') and shall supersede all previous versions. Your use of the website and/or continued marketing of us or the product after such notice is given to you will be deemed as the acceptance of such amendments, alterations, deletions, interlineations or additions, or the new agreement should these Terms & Conditions be replaced in their entirety. Be sure to review this agreement periodically to ensure familiarity with its most current version. Please note that no purported modifications, amendments, alterations, additions, deletions, or interlineations of this agreement by you are permitted or will be recognized by **RBF Partners**. No employees, officers, representatives, or agents of RBF Group may verbally alter, modify, or waive any provision of this agreement. In the event of no action being taken in the period of two weeks of receipt of the amendments, the amendments are regarded as accepted.
2. In addition, **RBF Partners** reserves the right to assign all rights and obligations under this contract to another company belonging to the RBF Group. The affiliate partner will be notified of this in good time.

XV. Miscellaneous

1. The agreement is subject to the laws of Curacao. In the event of disputes arising from this contract, jurisdiction lies with the courts of Curacao.
2. Amendments and additions to this contract shall be in writing. Verbal ancillary agreements do not exist.
3. Where one of the contractual rules is or becomes invalid, then the invalid provision shall be replaced by one that comes as close as possible to the economic purpose of the invalid agreement. The remaining provisions of the contract remain unaffected by this.

4. This affiliate agreement is made available online in English, Portuguese, and Spanish. In the event of discrepancies between the language versions of this affiliate agreement, the English version takes precedence.

XVI. Sub-Affiliates

Potential Sub-Affiliates will be required to complete and submit the affiliate application as normal. **RBF Partners** will assess the Sub-Affiliate application and may accept or otherwise reject it.

The commission structure for Sub-Affiliation will follow the tiers:

Tier1 – 7%

Tier2 – 5%

Tier3 – 3%

Sub-Affiliates shall adhere to the same Terms and Conditions as their Master account.

XVII. Contact

If you have any questions, complaints or comments about this document or our use of personal data contact us by email at affiliates@rbfpartners.com

rbfpartners.com