

## TERMS & CONDITIONS

### INTRODUCTION

It is important that You read and understand these Terms and Conditions (the “Affiliate Agreement”, “Agreement”). This Agreement along with Your Affiliate Application Form, Insertion Order and any other guidelines or additional terms or guidelines provided to You with via email or on Our Website (together the “Affiliate Agreement”) represent the complete terms and conditions that apply to You in relation to Your participation in the Volerbet affiliate program (the “Affiliate Program”). In the event of conflict between the provisions of the Affiliate Application Form and the provisions of this Agreement, the provisions of this Agreement shall prevail. In the event of a conflict between the provisions of the Insertion Order and the provisions of this Agreement, the provisions of the Insertion Order prevail.

### DEFINITIONS:

References in this Agreement to: (a) “You”, “Your” and/or “Affiliate” mean the individual or entity that registered as an affiliate via the Affiliate Application Form as submitted through the Website (the “Affiliate Application Form”), (b) “We”, “Our”, “Us”, the “Company” refer to Volerbet, operated by **Boni Tech Limited**, a company incorporated under the laws of Saint Lucia with registration number 2023-00614 and registered address in Saint Lucia, Boni Tech Limited is licensed and regulated in Tobique First Nation by the Tobique Gaming Commission, with license number 0000018 issued on 16/08/2024 – where the context applies – also any of its shareholders, officers, directors, employees, advisors, consultants and any of its associated and/or affiliated legal and natural persons, as well as companies with which the Company has a commercial relationship and that were authorised to enter into the Affiliate agreement and operate the Affiliate platform and (c) “Operator” means any online gambling operator which uses the Affiliate Program.

For any questions or concerns about these Affiliate Terms or the Program Terms and Conditions or the Affiliate Program itself, please email Us at [info@volerbet.com](mailto:info@volerbet.com).

**Affiliate:** Any person who has applied to and accepted by us as a member of the Volerbet Affiliate Program.

**Affiliate ID:** A unique tracking mechanism to Our Site provided to the Affiliate by Volerbet for the purposes of tracking the number of successful New Customer referrals and calculating the amount of applicable Commission due to you in accordance with these Terms and Conditions.

**Our Site:** [volerbet.com](http://volerbet.com) or any site owned by the Company.

**Chargeback:** Where a customer, a credit card issuing bank, or any other third-party payment solution provider affects a reversal of charges in relation to a credit card or purchase transaction.

**Confidential Information:** Any information of whatever nature, which has been, or may be, provided by Volerbet in connection with the Volerbet Affiliate Program, whether oral, in writing, or in electronic form, including, without limitation, business or financial data, know-how, processes, reports, customer lists,

price lists, Commission payment reports, and any other materials containing, reflecting, or generated from any such information.

**Commission:** The commission earned in connection with the affiliate marketing activities performed in accordance with these Terms.

**Company:** refers to the entity that operates the website, as well as any affiliated or contracted entities authorized to enter into agreements with Affiliates on its behalf. This includes any subsidiaries, partners, or legally designated representatives empowered to manage and execute such agreements

**Data Protection Legislation:** Means all applicable data protection, privacy and marketing laws in force in any relevant territory from time to time, including but not limited to the General Data Protection Regulation (GDPR) (EU) 2016/679 and any applicable national data protection and privacy legislation that gives effect to, supplements, incorporates and/or otherwise adopts GDPR (or parts thereof) within its territorial legal framework including the Data Protection Act 2018, the GDPR and LED Implementing Regulations 2018 and the Data protection (Application of GDPR) Order 2018 together with any amendments or updates to such legislation.

**Deductible Costs:** Any costs incurred by Volerbet in connection with the operation of Our Sites which are attributable to the activity of New Customer(s), including but not limited to (i) any payment processing charges, (ii) license fees, (iii) royalties, (iv) other applicable third party payments, (v) uncollectable revenues (including charge backs and payment reversals), (vi) bonuses or promotional amounts given to the New Customer, and (vii) a fixed specified cost per New Customer for legal, branding and operational expense (including regulatory compliance and associated administrative costs).

**Fraud / Fraudulent Activity:** A deceptive act or omission which is, in the sole discretion of Volerbet, performed in order to secure a real or potential, unfair or unlawful advantage; or any conduct that Volerbet, in its sole discretion, determines to be fraudulent, deceptive or dishonest, which shall include, but shall not be limited to, fraudulent credit card transactions, Chargebacks, Matched Betting, arbitrage betting, false, multiple or automated account creation and any collusion or cheating by an Affiliate or a customer.

**Fraud Costs:** Any costs, damages or loss arising as a direct or indirect result of Fraudulent Activity.

**Gross Win:** Total revenue generated by Volerbet as a result of all wagers placed by a New Customer, i.e. the total revenue from settled bets placed by referred New Customers, less pay-outs.

**Intellectual Property:** Trademarks, service marks, trade names, logos, designations, copyrights, trade secrets, patents and any other proprietary rights owned by or licensed to Volerbet.

**Marketing Material:** Banners, URLs, text, graphics and/or other promotional materials made available for marketing purposes by Volerbet.

**Matched Betting/Arbitrage Betting/Arbing:** Any method of betting or wagering which is intended to give players a guaranteed win with no risk, including but not limited to the use of free bets.

**Net Revenue:** Gross Win, less Progressive Contributions (progressive games only), less bonuses awarded, less Non-Cash items, less Fraudulent Activity, less Deductible Costs and Taxes.

**New Customer:** A natural person who is at least 18 years old that the Affiliate directs to Our Site and who can be linked to the Affiliate's Affiliate ID, who is eligible to open an account on Our Site and: (a) who successfully opens a new account on Our Site in accordance with the Site's applicable terms and conditions; and (b) who has not had a previous account on Our Site.

**Non-Cash Items:** Value of free credits or cash handed out to customers, or any other direct costs incurred to maintain the loyalty of a customer (e.g. the cost of a gift to a customer).

**Progressive Contributions:** The percentage of revenue generated on any progressive game that is paid by Volerbet into a progressive pool.

**Prohibited Site:** Any website, forum, social media platform or other communications medium, regardless of type, upon which the advertisement of gambling-related activity is unlawful or otherwise prohibited.

**Volerbet Trademarks:** Any trademark, service mark, brand name, trade name, logo or sign used, registered, or applied for by Volerbet or its affiliated companies and licensors.

**Spam:** Unsolicited e-mail, SMS or other communication sent indiscriminately to one or more mailing lists, individuals, forum or newsgroups.

**Taxes:** Means all forms of taxation and charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the Isle of Man, or any other jurisdiction (including, for the avoidance of doubt, National Insurance contributions or equivalent) and any penalty, fine, surcharge, interest, charges or costs relating thereto.

**Unsuitable Source:** Any website, forum, social media platform or other communications medium, regardless of type, which is: aimed at children; intended to appeal to minors; promotes or glorifies violence; promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; promotes illegal activity; violates or enables the violation of intellectual property rights; violates the rights of privacy of others; is obscene or contains explicit sexual content; contains or promotes any unlawful behaviour or content; contains or provides links to malicious or harmful software, keyloggers, trojans, viruses or malware; or which Volerbet believes, in its sole discretion, may bring Volerbet or its affiliated companies and brands into disrepute, or which may prejudice the interests of Volerbet or its affiliated companies and brands.

**Your Site(s):** Means those website(s) any outlets or platforms that are owned and/or controlled by you that are to be included in the Volerbet Affiliate Program

## **1. THE GOAL OF COOPERATION**

The goal of cooperation under these Terms and Conditions is the promotion of the websites directly indicated by the Company (the "Websites") to be performed by the Affiliate.

The amount of remuneration payable to the Affiliate will be calculated in a way determined in these Terms and Conditions.

## **2. ONBOARDING PROCESS**

The potential Affiliate shall read these Terms and Conditions carefully and apply for the Affiliate Program only if he/she agrees with any and all provisions set forth therein.

The Company will review the application and notify the potential Affiliate about its decision in writing via e-mail (provided by the potential Affiliate).

The Company reserves the right to reject the application without providing any explanations.

Each Affiliate may register only one account per IP-address, unless otherwise explicitly agreed in writing by the Company.

Registering multiple accounts by one Affiliate without prior written consent shall be considered as a fraudulent activity and may result in termination of cooperation.

## **3. CONDITIONS**

In the event of individuals applying to the Affiliate Platform, such will be permitted only if 18 years or older.

The Affiliate must possess all necessary documents, permissions and licenses to lawfully promote the Websites using Company's advertising materials.

You have not already registered as an Affiliate (only one Affiliate account is permitted per person);

The Affiliate must be authorised representative when entering into this agreement on behalf of a company/organization.

Upon successful registration into Volerbet, the Affiliate will gain access to the Volerbet brands banners, texts and images, along with other promotional material. Marketing material may be placed on the Affiliate's site and which can be utilized via email and/or direct marketing to promote the Brand. Alteration of the Approved Marketing Materials without our prior written consent is strictly prohibited.

The Affiliate is not permitted to use advertising or create websites or domains containing the Company and/or Brand name(s). The Affiliate shall not purchase keywords, sponsored advertising, or other search services and content that is identical or similar to the Company's trademarks or other Company Brands with a primary focus to acquire branded traffic from search engines. If the Company identifies sources of traffic generated through actions as outlined above the Affiliate account shall be ceased and closed and all earnings generated shall be cancelled.

In the event of inactivity and/or absence of referred First Time Depositors (FTDs), we reserve the right to reduce the Affiliate's commission to a flat rate of 25% until the Affiliate introduce 5 FTDs within a 6-month period. Upon the referral of the 5 FTDs, the Affiliate's commission will revert back to the standard Revenue Share deal.

If you are entitled to receive a CPA ("Cost per Acquisition") payment under the terms of a written agreement between you and Volerbet, you will receive a one-time CPA payment to be established by Volerbet in its sole discretion (the "CPA Payment") for every New Customer you refer who meets the following qualifications:

1. The customer meets the territory and age requirements to lawfully register an account on the Volerbet Site and participate in online gambling activity;
2. The customer successfully completes a first-time registration on the Volerbet website and opens an account subject to the Volerbet website's End User License Agreement; and
3. The customer deposits the minimum required amount and place at least one bet that meets the wagering requirements, as established by Volerbet and agreed by the customer when registering on the website.

We reserve the right to terminate any Affiliate account if the Affiliate does not log in or respond to the Company within 180 days after notification by email from us that you have become an Inactive Affiliate. Any player deemed fraudulent or a bonus abuser by the Company, who will self-exclude, voluntarily close their account or who is a duplicate of an existing account, will not be considered for the Cost Per Acquisition (CPA) payment.

Where a Chargeback is received against a customer or issuance of credit to a customer takes place; the Affiliate will not be eligible for the CPA payment in respect of the discounted player.

We reserve the right to change the commission payment schedule and methods of payment at any time. We reserve the right to refuse new Customers (or to close their accounts) if necessary to comply with any requirements we may periodically establish.

Upon termination of the Affiliate Agreement for any reason, all Commission relating to any New Customers directed to Company during the term shall not be payable to the Affiliate as from the date of termination.

#### **4. HIGH-ROLLER POLICY**

##### **1. High-Roller Classification**

- A Referred Player will be classified as a High-Roller if they generate a negative Net Revenue of at least €5,000 in any given month.

##### **2. Handling of Negative Net Revenue**

- If your total commissionable Net Revenue for that month is negative, the High-Roller's negative Net Revenue will be carried forward and offset against their future positive Net Revenue.
- This negative balance will only apply to that specific High-Roller and cannot be offset against the Net Revenue generated by other Referred Players.

##### **3. Balance Adjustment**

- The High-Roller's negative balance will decrease as they generate positive Net Revenue in future months.
- The negative balance will not increase due to further losses, unless the High-Roller meets the €5,000 threshold again in a subsequent month.

##### **4. Tracking & Monthly Adjustments**

- You will be able to track all adjustments to monitor when the High-Roller reaches a break-even point.

- Adjustments will be made at the end of each calendar month, based on the total revenue generated that month.

A negative balance on one brand can affect the balance on another brand as they are bundled together and payments are not made for each brand separately.

Brand bidding: Unless explicitly authorised by us (Volerbet), it is formally prohibited for the Affiliate) and/or every website related to it to bid on any brand keywords related to the name of the Brand any “pay per click” platform.

Failure to respect these methods may result in the exclusion of the Affiliate from the involved program and pending payment might be suspended as well as any “on hold” commission from your account.

## **5. RESPONSIBILITIES OF THE COMPANY**

The Company shall:

1. Provide the Affiliate with all the information and marketing data needed for advertising and promoting the Websites;
2. Monitor traffic, keep a record of the net revenue, as well as of the total amount of remuneration for which data should be made available to the Affiliate;
3. Process commission payments in accordance with these Terms and Conditions.

## **6. RESPONSIBILITIES OF THE AFFILIATE**

The Affiliate shall:

1. Use its best endeavors to promote the Websites indicated by the Company to introduce new players to the Websites in compliance with applicable laws and regulations;
2. Use only the tracking links and promotional materials provided by the Company.
3. Provide accurate and up-to-date contact and payment information, that includes but is not limited to reliable information about the identity of the Affiliate, including contact details, payment history, and address;
4. Compensate the Company for any damages resulting from the Affiliate’s violation of these Terms and Conditions.

Any data, that is not directly provided by the Company, should be used for marketing purposes only after receiving a prior written permission from the Company.

## **7. RESTRICTIONS AND LIMITATIONS**

The Affiliate shall not:

1. Carry out illegal actions in the development of own websites, or to fill them with sexual, pornographic and obscene materials;
2. Attract players under 18 years old to the Websites;
3. Sign up and/or disguise themselves as a player or make deposits directly or indirectly to any account by using own tracking links for personal use and/or use of his/her relatives, friends,

employees or third parties, or in any other way attempt to artificially increase the amount of remuneration or defraud the Company;

4. Use of any kind of fraud to increase Affiliate's own profit;
5. Send spam or post fake meta tags in the websites;
6. Use the promotional brochure without the prior consent of the Company;
7. Create own websites similar to the Websites indicated by the Company, imitate the design of the Websites to mislead the potential players and use such copy websites for marketing purposes;
8. Use domain names containing wholly or in any part the trademarks contained in the promotional materials provided by the Company;
9. Bid on keywords or search terms related to our brands without our prior consent
10. Obtain and have access to any Personal Data of Company's customers.
11. Use domain names containing wholly or in any part the name of any of the Websites;
12. Offer any cash-back / value-back or similar programs, other than such programs as are offered on the Operator Websites.
13. Offer refunds and promotions.

Affiliates are strictly prohibited to open personal accounts on the Websites. If such a fact is detected, the company operating the appropriate Website will immediately block personal accounts of the Affiliate and of the players he has introduced, and the funds from all those accounts will be written off in favor of the company operating the appropriate Website. Family members of the Affiliate and people who are close to him/her are also falling within the scope of this rule. The violation of this provision will be considered as a fraud.

## **8. PAYMENTS**

The number of the players introduced affects the Affiliate's remuneration. Potential players who have registered on the Website by clicking the Affiliate's link and became players of one of the Websites indicated by the Company shall be deemed as the players introduced by the Affiliate.

The amount of total income affecting the amount of Affiliate's remuneration is the net revenue generated by the player without refunds or winnings, promotions or special offers.

Payments to the Affiliate are made until the 25th day of every month. The payment shall be done if the minimum goal of EUR 500 (five hundred euros) has been reached. In a case if the 25th day of the month is not a business day – the payment can be postponed to the next business day.

If there are less than EUR 500 (five hundred euros) on the account of the Affiliate, the payment shall be postponed to the next month and will be credited to Affiliate's account when the minimum goal will be reached.

The Affiliate can choose the payment method himself during registration.

If the Affiliate finds any errors in the calculation of the remuneration, the Affiliate has the right to request a recalculation. In the case of a wrong calculation, the remaining funds will be deposited as soon as it would be reasonably possible. If the Affiliate has questions about the number of payments, he/she

can contact the Company by sending an email to [info@volarbet.com](mailto:info@volarbet.com), specifying the cause of the issue. The letter should be sent after the accrual of remuneration, and not later than 30 calendar days after the accrual date.

If the Company needs to verify the conformity of all the operations, the Company has a right to delay payments up to 180 days.

Funds that were received by using any fraudulent actions should be returned to the Company. To get a payment for a specified period, the Affiliate shall introduce at least 5 (five) active players for the last three months.

Zero or negative balances shall not be transferred.

## **9. TERMINATION**

These Terms will come into effect upon our acceptance of your Application Form and shall continue until your participation in the Volarbet Affiliate Program is terminated for any reason.

Either party may terminate these Terms and your participation in the Volarbet Affiliate Program for convenience at any time, effective upon written notice to the other.

Any notice of termination shall be given in writing by either Party to the other. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification and the Terms and your participation in the Volarbet Affiliate Program shall accordingly terminate with immediate effect.

All understanding existing between the Affiliate and the Company shall be automatically canceled upon termination.

If the cooperation is terminated by the Company due to the violations of these Terms and Condition committed by the Affiliate, the Company has the right to hold all funds due for commission payments. In the event we terminate your participation in the Volarbet Affiliate Program as a result of Fraudulent Activity or activities which we believe to be unlawful or in bad faith, we reserve the right to recover any payments previously made to you and seek the recovery of all costs incurred in the investigation of such activities and the closure of your account, in addition to any other rights and remedies available at law.

The Company has the right to refuse to work with any Affiliate without giving explanations.

9.1. In the event of termination of these Terms for any reason:

- a) all rights and licenses granted to you in these Terms shall immediately terminate;
- b) you must immediately cease all marketing activity, cease the distribution of any Marketing Materials, and disable any links from Your Site to Our Site;
- c) you must promptly return to us any confidential information and/or customer information, and all copies of same in your possession, custody and control; and



d) for clarification purposes, termination will not release you from any liability arising from any breach of these Terms that occurred prior to termination.

## 9.2. Indemnity.

You will defend, indemnify and hold the Company and our shareholders, directors, officers, employees, agents and representatives, agents, successors and assigns harmless from and against any and all liabilities, losses, damages and costs, including legal fees and costs, resulting from, arising out of, or in any way connected with (a) any actual or alleged breach by you of any warranty, representation or undertaking by you contained in these Terms; (b) the performance of your duties and obligations under these Terms; (c) your negligence in performing your duties and obligations under these Terms; and/or (d) any injury directly or indirectly caused by your negligence or intentional acts or omissions or the unauthorized use of the Marketing Materials (e) any Tax required to be paid by you arising from or as a result of any fees payable to you from Volerbet or any other website operated by the Company pursuant to this Agreement. You shall also indemnify and hold Volerbet and our officers, shareholders, employees, directors, agents, successors and assigns harmless at all times from any and all third party claims, actions, suits, demands, damages, losses, liability and all costs and expenses (including, but not limited to, attorneys' fees) relating to the development, **operation, maintenance and content of Your Site(s)**.

## 10. WARRANTIES

The Company does not guarantee the continuous performance of the Websites or their availability at any time or in any place.

The Company shall not be liable for any damages resulting from interruptions, failures or delays in the Website's performance.

## 11. FORCE MAJEURE

In case it is impossible to fulfill obligations hereunder as a result of any emergency or inevitable events under the given conditions (force majeure circumstances, circumstances of insuperable force) which objectively prevent the fulfillment of obligations under the Agreement, the Parties shall be released from liability for partial or complete non-fulfillment of such obligations provided the Parties comply with the following provisions of the Agreement. Such circumstances (hereinafter referred to as the "Force Majeure Circumstances") may include, but are not limited to: military actions, declared and undeclared war, armed conflicts, acts of terrorism, revolution, blockade, strike, accident, fire, explosion, prohibition (restriction) of export/import, epidemic, hurricane, flood, earthquake, other natural disasters, etc.

If a Party fails to fulfill its obligations in time under the Force Majeure Circumstances, such Party shall send to the other Party a written notice of partial or complete non-fulfillment of its obligations under the Agreement, together with the indication of the specific circumstances of Force Majeure that prevent that Party from fulfilling its obligations as well as the cause-effect relationship between such circumstances and the impossibility of proper fulfillment of obligations. Such notice must be sent as soon as possible (but no later than in 5 (five) working days since the date it becomes objectively possible).

In case of occurrence of the above-mentioned circumstances, the period of performance of contractual obligations shall be postponed in proportion to the time during which these circumstances or their

consequences will be valid, but not more than 60 calendar days. A sufficient confirmation of the occurrence and validity of the above-mentioned circumstances will be a certificate issued by the appropriate authority.

## **12. MISCELLANEOUS**

The Company reserves the right to amend any of the Terms stated herein without the prior notice. The Affiliate must regularly review the Terms and Conditions from time to time to familiarize themselves with changes and amendments thereto. In case of disagreement with any of the changes, you shall immediately notify the Company in writing by sending the appropriate notice to the [info@volarbet.com](mailto:info@volarbet.com), otherwise you will be deemed agreed with any and all changes to the Terms and Conditions.

The Company is entitled to process the personal data of the Affiliate, including but not limited to email addresses, transaction details, IP addresses, name and surname.

## **13. CONFIDENTIALITY**

In the course of cooperation, the Affiliate may receive the information regarding the Company that shall be considered as confidential information.

Confidential information shall include, inter alia, any information about the Company that is not publicly available, including the information about its organization structure, employees, affiliated companies, partners, business activity and marketing plans, as well as any other information that should be deemed confidential in accordance with the applicable rules and regulations.

The Affiliate shall not disclose any confidential information without the prior written consent of the Company except the cases of forced disclosure required in accordance with the applicable legislation. In case of forced disclosure, the Affiliate shall immediately notify the Company about the fact of the disclosure and the scope of the confidential information subject to disclosure. For the avoidance of doubt, the confidentiality terms of this Agreement shall survive termination of this Agreement indefinitely.

The English language version of these Terms shall be the prevailing version in the event of any discrepancy between any translated versions of these Terms.