Terms and Conditions

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AFFILIATE TERMS & CONDITIONS

These Terms and Conditions constitute the agreement between fortu.partners (hereinafter "Affiliate Program") and you (hereinafter "you" or "Affiliate").

By registering for the Affiliate Program, and by accessing and using any of our marketing tools or accepting any reward, bonus or commission, whether contained in the Affiliate Agreement or elsewhere as a part of our Affiliate Program, you will be deemed to have read, understood and agreed to the Affiliate Agreement. We may periodically make modifications to this Agreement. Affiliates will be emailed with any terms changes made. While we will do our best to notify you of such changes, we recommend that you revisit this page regularly. Your continued use of the Affiliate Program will constitute your consent to the updated Agreement.

1.DEFINITIONS

1.1. “Affiliate” means you, the person or entity, who applies to participate in the Affiliate Program that provides advertising and would commonly include comparison websites, influencers and ad networks.

1.2. “Affiliate Account” refers to a digital account which has been registered following the submission of an Affiliate application by the Affiliate and subsequent approval of such application by the Company. This account serves as the primary interface for tracking, measuring, and reporting the Affiliate’s performance statistics, and is used to record and manage all activities, including the calculation of payments and Affiliate Fees, which shall be credited to the Affiliate Account in accordance with the terms of this Agreement..

1.3. “Affiliate Agreement” means (i) all the terms and conditions set out in this document, (ii) the terms and conditions of the Commission Structures applicable to the different products and brands, and (iii) any other rules or guidelines of the Company and/or Websites made known to the Affiliate from time to time.

1.4. “Affiliate Application” means the application made by the Affiliate to participate in the Affiliate Program.

1.5. “Tracking Links” means a unique tracking web link that allows the Affiliate to direct New Customers to the Company Websites and which enables Company to identify the Affiliate that has directed such specific New Customer for the purpose of calculating the Comission.

1.6. “Affiliate Program” means collaboration between the Company and the Affiliate whereby the Affiliate promotes the Company’s websites and creates Tracking Links from the Affiliate Website(s) to Company’s websites. For such services the Affiliate is paid a commission depending on the generated traffic to the Company’s websites, subject to terms within this Affiliate Agreement and to the applicable product-specific Commission Structure.

1.7. “Affiliate Wallet” means an online wallet in the name of the Affiliate into which Company pays the commission and any other payments due to the Affiliate, which the Affiliate can withdraw in accordance with the Affiliate Agreement;

1.8. “Affiliate Website” means any website which is maintained, operated or otherwise controlled by the Affiliate.

1.9. “Company” shall mean by Gaming A Studio and any other company within our group of, including our parent companies, their parent companies and all of the subsidiaries of these respective companies.

1.10. “Company Websites” means the website www.gslot.com or other such websites (including mirror websites) as may be added to this Affiliate Program from time to time;

1.11. “Commission” means the percentage of the Net Gaming Revenue, or / and, where applicable, a fixed amount for a New Customer (CPA structure) as set out in the Commission Structures.

1.12. “Commission Structures” means any specific reward structures expressly agreed between Company and the Affiliate.

1.13. “Confidential Information” means any information of commercial or essential value relating to Company such as, but not limited to, financial reports, trade secrets, know-how, prices and custom quotes, business information, products, strategies, databases, technology, information about New Customers, other customers and users of Company Websites, marketing plans and manners of operation.

1.14. “Intellectual Property Rights” means any copyrights, trademarks, service marks, domain names, brands, business names, and registrations of the aforesaid and/or any other similar rights of this nature.

1.15. “Net Gaming Revenue” or “NGR” means all monies received by Company from New Customers as placed bets, less (a) winnings returned to New Customers, (b) issued bonuses, (c) net balance corrections, (d) administration fees, (e) fraud costs and chargebacks. For the avoidance of doubt, all Net Gaming Revenue amounts mentioned above are only related to New Customers referred to Company Websites by the Affiliate Website(s).

1.16. “New Customer” means a new, first-time customer of the Company who made a first deposit amounting to at least the applicable minimum deposit at Company Websites’ player account, in accordance with the applicable terms and conditions of Company Websites’. This excludes the Affiliate, its employees, relatives and friends.

1.17. “Parties” means Company and the Affiliate (each a “Party”).

1.18. “Personal Data” means any information relating to any person, whether individual or legal that is or may be identified, directly or indirectly.

2. AFFILIATE OBLIGATIONS

2.1 Registering as Affiliate

To become a member of our Affiliate Program you must accept these terms and conditions by ticking the respective box while submitting the Affiliate Application. The Affiliate Application will form an integral part of the Affiliate Agreement.

2.3. Affiliate Program participation

The Affiliate Program is intended for your direct participation. Opening an Affiliate Account for a third party, brokering, or transfering an Affiliate Account is not accepted. Affiliates wishing to transfer an account to another beneficial owner must contact us and request permission. Besides, you shall not open more than one Affiliate Account without our prior written consent.

By agreeing to participate in the Affiliate Program, you agree to use your best efforts to actively advertise, market and promote the Company Websites in accordance with the Affiliate Agreement and Company's instructions from time to time. You will ensure that all activities taken by you under the Affiliate Agreement will be in Company's best interest and will in no way harm the Company's reputation or goodwill. You may link to the Company Website's using the Tracking Links or other such materials as we may from time to time approve. This is the only method by which you may advertise on our behalf.

2.4. Affiliate Website

You will be solely responsible for the development, operation and maintenance of the Affiliate Website and for all materials that appear on the Affiliate Website. You shall at all times ensure that the Affiliate Website is compliant with all applicable laws, including General Data Protection Regulation (GDPR), and functions as a professional website.

You will not present the Affiliate Website in such a way so that it may cause confusion with the Company Websites, or so that it may give the impression that it is owned or operated by Company. The Affiliate Website will not contain any defamatory, libellous, discriminatory or otherwise unsuitable content (including, but not limited to, violent, obscene, derogatory or pornographic materials or content which would be unlawful in target country).

2.5. Valid traffic and good faith

You will not generate traffic to Company Websites by registering as a New Customer whether directly or indirectly (for example by using associates, family members or other third parties). Such behaviour shall be deemed as fraud.

You will also not attempt to benefit from traffic not generated in good faith. If you have any reasonable suspicion that any New Customer referred by you is in any way associated to bonus abuse, money laundering, fraud, or other abuse of remote gaming websites, you will immediately notify us of this. You hereby recognize that if 50% of New Customers of your total traffic volume made only a minimum first deposit during the current month, then such traffic shall be considered as motivated under the Affiliate Agreement, and thereby any Commission in relation to such New Customers can be freezed or no payable upon Company decision.

You hereby recognize that if more than 50% of New Customers of your total traffic volume made only a minimum first deposit during the current month, then the whole traffic volume shall be considered as motivated. In this case, the Company has a right not to pay the Commission for such traffic.

You hereby recognize that if more than 50% of New Customers of your total traffic volume made only a first and second deposits during the current month, then the whole traffic volume shall be considered as motivated. In this case, the Company has a right not to pay the Commission for such traffic.

You hereby recognize that if more than 50% of New Customers of your total traffic volume made only a few deposits according to the baseline set up in the commission during the current month, then the whole traffic volume shall be considered as motivated. In this case, the Company has a right not to pay the Commission for such traffic.

You hereby recognize that if more than 50% of new customers in your total traffic volume make only a few deposits and show low or no gaming activity during the current month, this traffic will be considered as poor quality traffic. The Company may freeze or choose not to pay any Commission related to such traffic.

You hereby recognize that the term "motivated traffic" includes the following patterns, but not limited to:

- IP crossings
- Incorrect or fake personal data
- Fraudulent activity in relation to payment methods
- Similar gaming activity
- No signs of engagement

2.6. Unsuitable websites

You will not use any Tracking Links or otherwise place any digital advertisements whatsoever featuring our Intellectual Property on any unsuitable websites (whether owned by a third party or otherwise). Unsuitable websites include, but are not limited to, websites that are aimed at children, display illegal pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or in any way violate the intellectual property rights of any third party or of the Company, or breach any relevant advertising regulations or codes of practice in any territory where such Tracking Links or digital advertisements may be featured.

2.7. Tracking Links

The Tracking Links shall be displayed at least as prominently as any other sales link on the Affiliate Website. You will only use Tracking Links provided by Company within the scope of the Affiliate Program.

2.8. Email and SMS marketing

If sending any emails or SMS communications to individuals which (i) include any of Company’s Intellectual Property Rights; or (ii) otherwise intend to promote Company Websites, you must first obtain our permission to send such emails.

If such permission is granted by the Company, you must then ensure you have each and every recipient’s explicit consent to receive marketing communications in the form of communication to be

sent (i.e. by SMS or email) and that such individuals have not opted out of receiving such communication. You must also make it clear to the recipient that all marketing communications are sent from you and are not from our Company.

2.9. Use of Company Intellectual Property Rights

Any use of Company's Intellectual Property Rights must be in accordance with any brand guidelines issued to you from time to time and are always subject to the approval required in clause below. You will not register domain names, as well as search terms or other identifiers for use in any search engine, portal, app store, sponsored advertising service or other referral service which are identical to any of the Company's trademarks or otherwise include the Company trademarks.

2.10. Approved creative

You will not use any advertising layout or creative (including banners, images, logos) incorporating our Intellectual Property Rights unless the advertising layout or creative was provided to you by the Company or (if advertising layouts are created by you) without the advance written approval of Company. You will not modify the appearance of any advertising that has been provided to you or for which approval was granted. It is your responsibility to seek approval from Company in time for launch of any advertising campaign or creative, to ensure you have written approval from the Company in relation to advertising, and to be able to evidence such approval upon request.

2.11. Loyalty Programs

You will not offer any cash-back / value-back or similar programs, other than such programs as are offered on the Company Websites.

2.12. Responsible Gaming

The Company has ongoing commitment to responsible gaming and prevention of gambling addiction. You agree to actively cooperate with the Company to convey a responsible gaming message. Specifically, you will not use any material or in any way target persons who are under 18 or the legal gambling age in their jurisdiction.

2.13. Illegal activity

You will not target any territory or jurisdictions where gambling is illegal. You will act within the relevant and / or applicable law at all times and you will not perform any act which is illegal in relation to the Affiliate Program or otherwise.

2.14. Data Protection and Cookies

You shall at all times comply with the General Data Protection Regulation (GDPR) and any existing or new data protection acts, regulations or law applicable to your territory. This includes all applicable legislation and/or regulations relating to the use of 'cookies'.

2.15. Cost and expense

You shall be solely responsible for all risk, costs and expenses incurred by you in meeting your obligations under the Affiliate Agreement.

2.16. Company monitoring of Affiliate activity

You will immediately give Company all such assistance as is required and provide us with all such information as is requested by Company to monitor your activity under the Affiliate Program.

2.17. The Affiliate acknowledges that promoting on Swedish market resources and using the Swedish language is subject to legal restrictions in Sweden. Such actions will be considered as a breach of general terms & conditions and will lead to immediate account closure if disclosed.

3. AFFILIATE RIGHTS

3.1. Right to direct New Customers

We grant you the non-exclusive, non-assignable, right, during the term of this Affiliate Agreement, to direct New Customers to such Company Websites as we have agreed with you in strict accordance with the terms of the Affiliate Agreement. You shall have no claim to Commission or other compensation on business secured by persons or entities other than you.

3.2. Licence to use Company Intellectual Property Rights

We grant to you a non-exclusive, non-transferable license, during the term of this Affiliate Agreement, to use the Company Intellectual Property Rights, which we may from time to time approve solely in connection with the display of the promotional materials on the Affiliate Website or in other such locations as may have been expressly approved (in writing) by Company. This license cannot be sub-licensed, assigned or otherwise transferred by you.

3.3. Players' Personal Data

For the purpose of the services delivered under this Agreement, it is understood that the Affiliate shall not have access to any Personal Data of Company's customers.

4. COMPANY OBLIGATIONS

4.1. We shall use our best efforts to provide you with all materials and information required for necessary implementation of the Tracking Links.

4.2. At our sole discretion, we will register any New Customers directed to the Company Websites by you and we will track their transactions. We reserve the right to refuse New Customers (or to close their accounts) if necessary to comply with any requirements we may periodically establish.

4.3. We shall make available monitoring tools which enable you to monitor your Affiliate Account and the level of your Commission and the payment thereof.

4.4. We shall use and process the following personal data of an Affiliate or any Affiliate employee, as follows: your username for logging in, your email address, name, date of birth, your country and address, telephone number and financial data for the purposes of ensuring a high level of security, fulfilling the AML legal requirements and for managing our business relationship.

4.5. Subject to your strict adherence to the Affiliate Agreement, we shall pay you the Commission in accordance with Clause 6.

5. COMPANY RIGHTS AND REMEDIES

5.1. In the case of your breach (or, where relevant, suspected breach) of this Agreement or your negligence in performance under the Affiliate Program, or failure to meet your obligations hereunder, the Company shall have the following remedies available:

a) the right to suspend your participation in the Affiliate Program for the period required to investigate any activities that may be in breach of the Affiliate Agreement. During such period of suspension payment of Commissions will also be suspended;

b) the right to withhold any Commission or any other payment to the Affiliate arising from or relating to any specific campaign, traffic, content or activity conducted or created by the Affiliate which is in breach of the Affiliate's obligations under the Affiliate Agreement;

c) the right to withhold from the Commission monies which Company deems reasonable to cover any indemnity given by the Affiliate hereunder or to cover any liability of Company which arises as a result of the Affiliate's breach of the Affiliate Agreement;

d) immediately terminate the Affiliate Agreement;

e) the right to withhold monies held in the Affiliate Wallet if they are not withdrawn within a period of 3 (three) months from the date of the termination of the Affiliate Agreement.

5.2. The Company may refuse any player or close a player's account if it is necessary to comply with the Company's policy and/or protect the interest of the Company.

5.3. The Company may refuse any applicant and/or may close any Affiliate's account if it is necessary to comply with the Company's policy and/or protect the interest of the Company. If the Affiliate is in breach of this Agreement or the Company's terms or other rules, policies and guidelines of the Company, the Company may besides closing the Affiliate's account take any other steps at law to protect its interest.

5.4. Our rights and remedies detailed above shall not be mutually exclusive.

6. COMMISSION AND PAYMENT

6.1. The Company agrees to pay the Affiliate a commission based on the Net Gaming Revenue generated from Real Money Customers referred by the Affiliate website and/or another channel. The commission shall be deemed to be inclusive of value added tax or any other tax if applicable.

6.2. Subject to your adherence to the provisions of the Affiliate Agreement, you will earn Commission in accordance with the Commission Structure. We retain the right to change the Commission percentage and method of calculation of Commission in accordance with this clause.

6.3. Payment of Commission will be made through our Affiliate Wallet. Due to existing regulations, Affiliates may be required for verification and "know your customer" documentation before a withdrawal can be accessed.

6.4. A minimum amount of €50 may be withdrawn from the Affiliate Wallet at one time. For Bank Payments a minimum amount of withdraw is €1000.

6.5. If an error is made in the calculation of the Commission, the Company has the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.

6.6. The Affiliate may, at the Company's sole discretion, be provided with the opportunity to restructure its commission structure.

6.7. The Affiliate's acceptance of a Commission payment shall constitute the full and final settlement of the balance due for the relevant period. In case the Affiliate disagrees with the balance due as reported, he or she shall notify the Company within fourteen (14) calendar days and clearly state reasons of the disagreement. Failure to notify the Company within this time limit shall be considered as an irrevocable acknowledgment of the balance due for the relevant period.

6.8. The Commission shall be deemed to be exclusive of value added tax or any other applicable tax. The Affiliate shall have the sole responsibility to pay any and all taxes, levies, charges and any other money payable or due to any tax authority, department or other competent entity as a result of the compensation generated under the Affiliate Agreement.

6.9. A CPA is paid to an affiliate for each player whose bet amount at least equals the amount of the established CPA or the equivalent in other currencies, if the transaction does not have additional conditions such as baseline or others.

6.10. The Affiliate must notify the Company in case payment details have been changed in his account/accounts. Otherwise, the Company is not responsible for the incorrect payment details.

6.11. The Company may delay payment of any balance to the Affiliate for up to sixty (60) days, while it investigates and verifies that the relevant transactions comply with the provisions of the terms of the Agreement.

6.12. No payment shall be due when the traffic generated is illegal or contravenes any provision of the terms of the Agreement.

6.13. The Affiliate agrees to return all commissions received based on fraudulent or falsified transactions, plus all costs for legal causes or actions that may be brought against the Affiliate to the fullest extent of the law.

6.14. The Affiliate shall be exclusively responsible for the payment of any and all taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority, department or other competent entity by the Affiliate as a result of the commission generated under this Agreement. The Company shall in no manner whatsoever be held liable for any amounts unpaid but found to be due by the Affiliate and the Affiliate hereby indemnifies the Company in that regard.

6.15. In the case of a Commission Plan with a CPA element, the Company reserves the right to withhold any payments of the Commission Plan for any customer accounts including, but not limited to, bonus abuser customer accounts, suspended and/or closed customer accounts, customer accounts suspended and/or closed due to fraud, customer accounts subject to self-exclusion or any other customer account which the Company in its sole discretion deems it necessary to suspend and/or close.

7. STANDARD COMMISSION STRUCTURES

7.1. Your percentage depends on last month's FTD

FTD 0-5 = 25% from NGR

FTD 6-10 = 30% from NGR

FTD 11-20 = 35% from NGR

FTD 31 and more = 45% of NGR

FTD = First time deposits

A negative balance on one brand does not affect a positive balance on another brand. Payments are made for each brand separately and they are not bundled.

7.2. No negative carry over only applies to revenue share and hybrid deals.

FTD for the payment are summarised from all casinos you work with.

7.3. If the Partner’s account in the current accounting period has a negative balance up to 10.000 Euros, it will not be carried over to the next accounting period. Negative balance more than 10.000 euros is carried over to the next accounting period deducting this 10.000 euros. In other words, GypsyAff covers partners' financial risks up to 10.000 euros.

8. CPA and Hybrid deals.

8.1. All the traffic that our partners have provided to us passes our anti-fraud system and, based on this, we pay a commission only for high-quality traffic, otherwise we reserve the right to reject it. We entitled don’t disclose the algorithms of our anti-fraud system.

8.2. The standard hold period in our affiliate program is 30 days.

8.3. If we stop the traffic for whatever reason everything that comes after the stop request isn’t credited to the further commission.

8.4. A CPA is paid to an affiliate for each player whose bet amount at least equals the amount of the established CPA or the equivalent in other currencies, if the transaction does not have additional conditions such as baseline or others.

8.5. CPA part is not calculated and not paid for duplicate players (e.g. in case a player has already an account).

8.6. CPA part is not calculated and not paid for players which have “self-excluded” & “cooling off” statuses.

8.7. CPA part is not calculated and not paid for players which have been disqualified. For the purpose ot these terms disqualified player means the player who has staked (wagered) the amount of money less than CPA rate for a thirty (30) days period of time.

8.8. CPA part is counted only for a player who has made a deposit not later than 30 days after his registration.

8.9. The Company reserves the right to hold for 15, 30, 60 and 180 days if there are fraudulent actions of any kind suspected. In case there are enough grounds to consider traffic as fraud, the Company reserves the right not to pay for this traffic.

8.10. All CPA deals include the baseline 25 EUR.

8.11. For a baseline to be passed and for a CPA part to be counted, the baseline should include deposits sum + wager (a player has to wager deposits sum).

8.12. For such traffic sources as Facebook, In-App and others, KPIs must be applied. KPI should be discussed with your affiliate manager.

8.13. New CPA campaigns are limited with a cap of 20 FTDs. Everything above the cap is not to be paid.

8.14. In case of stopping traffic by tracker, country, or any other criteria, new coming traffic will not be paid by the Company.

8.15. If a campaign has been stopped/paused, or a cap has been agreed and after that traffic has gone beyond it - traffic will not be paid by the Company.

9. CONFIDENTIAL INFORMATION

9.1. During the term of the Affiliate Agreement, you may from time to time be entrusted with confidential information relating to our business, operations, or underlying technology and/or the Affiliate Program (including, for example, the Commissions earned by you under the Affiliate Program).

9.2. You agree to avoid disclosure or unauthorized use of any such confidential information to third persons or outside parties unless you have our prior written consent. You also agree that you will use the confidential information only for the purposes of the Affiliate Agreement. Your obligations in regards to this clause survive the termination of this Agreement.

9.3. In addition, you must not issue any press release or similar communication to the public with respect to your participation in the Affiliate Program without the prior written consent of the Company (with approval of the exact content to also be approved by the Company).

10. TERM AND TERMINATION

10.1. Term

The term of the Affiliate Agreement will begin when you are approved as an Affiliate and will be continuous unless and until either Party notifies the other in writing that it wishes to terminate the Agreement. In this case the Agreement will be terminated 30 days after such notice is given. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification. For the avoidance of doubt, Company may also terminate (in accordance with Clause

5 above) upon immediate notice at any time for the Affiliate's failure to meet their obligations under the Agreement or otherwise for the Affiliate’s negligence.

10.2. Affiliate actions upon termination

Upon termination you must immediately remove all of Company banners or creatives from the Affiliate Website and disable all Tracking Links from the Affiliate Website to all Company Websites. All rights and licenses given to you in the Affiliate Agreement shall immediately terminate. You will return to Company any confidential information and all copies of it in your possession and control, and will cease all uses of all Company Intellectual Property Rights.

10.3. Commission

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.

10.4 If the Affiliate account is inactive, we will terminate the account with the right to freeze the commission on the account. In this clause, "inactive" means where you have not registered new Real Money Players for one hundred and eighty (180) days or more. If your Affiliate Account is inactive, your Agreement and participation in the Affiliate Network will automatically terminate. Where automatic termination occurs, we will notify you that your commission on your Player account will be frozen. If we do not receive any response from you within one hundred and eighty (180) days, any funds remaining within your Affiliate Account will revert to us.

11.1. Disclaimer

We make no express or implied warranties or representations with respect to the Affiliate Program, about Company or the Commission payment arrangements (including, without limitation, functionality, warranties of fitness, merchantability, legality or non-infringement). In addition, we make no representation that the operation of our sites will be uninterrupted or error-free and will not be liable for the consequences if there are any. In the event of a discrepancy between the reports offered in the Affiliate Account system and the Company database, the database shall be deemed accurate.

11.2. Indemnity and Limitation of Liability

You shall indemnify and hold Company, our directors, employees and representatives harmless from and against any and all liabilities, losses, damages and costs, including legal fees, resulting from or in any way connected with (a) any breach by you of any provision of the Affiliate Agreement, (b) the performance of your duties and obligations under the Affiliate Agreement, (c) your negligence or (d) any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorised use of our creatives and links or this Affiliate Program.

The Company shall not be held liable for any direct or indirect, special, or consequential damages (or any loss of revenue, profits, or data), any loss of goodwill or reputation arising in connection with the Affiliate Agreement or the Affiliate Program, even if we have been advised of the possibility of such damages.

11.3. Non-Waiver

Our failure to enforce your strict performance of any provision of the Affiliate Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of the Affiliate Agreement.

11.4. Relationship of Parties

The Company and the Affiliate are independent contractors and nothing in the Affiliate Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this Affiliate Agreement.

11.5. Force Majeure

Neither party shall be liable to the other for any delay or failure to perform its obligations under the Affiliate Agreement if such delay or failure arises from a cause beyond its reasonable control, including but not limited to labour disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes or other casualty. If such event occurs, the non-performing Party is excused from whatever performance is prevented by the event to the extent prevented provided that if the force majeure event subsists for a period exceeding thirty (30) calendar days then either Party may terminate the Affiliate Agreement with immediate effect by providing a written notice.

11.6. Assignability

You may not assign the Affiliate Agreement, by operation of law or otherwise, without our prior written consent.

11.7. Severability

If any provision of the Affiliate Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of the Affiliate Agreement or any provision hereof.

11.8. English language

The Affiliate Agreement was first drafted in English. Should there be any conflict or discrepancy between the English language version and any other language, the English version shall prevail.

11.9. Modification of Terms & Conditions

We may modify any of the terms and conditions contained in the Affiliate Agreement or replace it at any time and in our sole discretion by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available Commissions and Affiliate Program rules. Affiliates will be emailed with any terms changes made.

If any modification is unacceptable to you, your need to terminate the Affiliate Agreement. Your continued participation in our Affiliate Program following our posting of a change notice or new agreement will constitute binding acceptance of the modification or of the new agreement.