

Africa Bet Partners - Affiliate Program

General Definitions

Betting company is Internet resource ,Africa Bet Partners (hereinafter referred to as “Company”), where users are offered online betting facilities.

Main brand of the Company is a set of components that distinguish the Company from the rest, making it easily recognizable among users. The main brand of the Company (hereinafter referred to as the Company's Brand) for this Affiliate Program is Africa Bet Partners.

Website or resource of the Company (hereinafter also referred to as 'Africa Bet Partners,') is one or more websites of the Company containing in full or in part the Company's Brand in a domain name.

Company's Products are the service or a set of services offered to the users on the Company's resources.

Affiliate Program is a type of cooperation between the Company and the Affiliate, which is implemented through the Company's resources, in particular africabetpartners.com, in which the Affiliate using its resource or resources may advertise the services of the Company and receive remuneration in return. The basic principles of this type of cooperation are set out below and shall be deemed accepted by the Affiliate from the moment of its registration in the Affiliate Program on africabetpartners.com

Affiliate is a webmaster (individual or legal entity) who fulfills the conditions of the Affiliate Program on africabetpartners.com, the main purpose of which as part of the Affiliate Program is to attract New users to the Company's resource, as well as promote its products.

Affiliate Account is a personal account of the Affiliate in the Affiliate Program.

'New users' are the users who previously had no player account on any Africa Bet Partners website, were attracted by the Affiliate to the Company's website through special tools, have registered a player account on 'Africa Bet Partners' website and made the first deposit.

'Referral link' is a link to the website of the Company which contains the unique identifier of the Affiliate.

'Earnings' are monetary rewards received by the Affiliate as a commission on profit from New users brought by the Affiliate.

'Payment' is a payment (earnings), which is transferred to the Affiliate from the internal account of the Affiliate Program via an external payment system.

'Reporting period' is a period of time that can be specified in order for the Affiliate to track the results of its work within the Affiliate Program.

'Advertising materials' are text, graphic, audio, video and mixed materials of an advertising nature, which serve to promote the Company's products on the Internet.

Terms and Conditions of the Agreement

I. General provisions

- 1.1. The Affiliate undertakes to get acquainted with the terms and conditions of the Affiliate Program prior to commencement of work with the Company and to accept them.
- 1.2. Only a user aged 18 and older can become a member and fulfill the conditions of the Affiliate Program.
The Company shall not be liable to third parties for Affiliate's failure to comply with the clause on majority age. If this clause is violated, the Company shall have the right to refuse payment of the Earnings to the Affiliate and freeze its Affiliate account.
- 1.3. The Affiliate shall bear the full responsibility for the security of personal data, their storage, including login and password. The Company shall not be responsible for the loss of personal data by the Affiliate and/or transfer thereof to third parties.
- 1.4. Through the Affiliate Program, the Company reserves the right to refuse to cooperate with any Affiliate, while the Company is not obliged to substantiate its refusal.
- 1.5. The Company shall have the right to make any changes to this Agreement, and wherever possible, the notice of any significant changes shall be sent to the email address provided by the Affiliate in the Affiliate account.
The valid version of the Agreement shall be the version that is published on the Affiliate Program website.
- 1.6. The Affiliate can register with the Affiliate Program only once, and the re-registration, including as a sub-affiliate is strictly prohibited.

2. Placement of advertising materials

- 2.1. The cooperation with the Affiliate as part of the Affiliate Program implies the placement of Advertising materials on the Affiliate's resource or resources.
- 2.2. When placing the Advertising materials as part of the cooperation with the Company, the Affiliate shall strictly comply with the laws applicable in the country of placement of Advertising Materials, the requirements of regulators and ethical standards; use only Advertising materials that have been moderated and approved by the Company.
- 2.3. When an Affiliate prepares their own Advertising materials, it is imperative for the Affiliate to provide such Advertising materials for moderation and approval to the representative of the Affiliate Program. In case of violation of this clause of the Agreement, the consequences specified in clause 2.8 of the Agreement occur to the Affiliate.
- 2.4. The Affiliate agrees to monitor the relevance and accuracy of the Advertising materials placed on its resource or resources (websites, social networks, instant messengers, etc.).*

* Irrelevant Advertising materials are:

- incorrect conditions for promotions, bonuses and special offers;

- outdated creatives;
 - Advertising materials containing an irrelevant Company's logo;
 - Advertising materials that use the name of the Company or one of its brands and which contain links to competitors' websites. In case of such a violation, the Company shall have the right to immediately review the terms of the Agreement with the Affiliate, while reserving the possibility of blocking its Affiliate account.
- 2.5. The Affiliate shall be fully and solely responsible for the operation and content of the resource or resources where the Advertising materials are placed.
 - 2.6. The Affiliate guarantees and undertakes to prevent placing on its resource or resources of any materials that are slanderous, subject to age restrictions, illegal, harmful, threatening, obscene, racially or ethnically intolerant, or otherwise undesirable or discriminatory, violent, politically incorrect or otherwise contradictory to or violating the rights of the Company or the rights of third parties.
 - 2.7. The Affiliate may not place any advertising or content promoting the Company's website in countries where it is prohibited, including countries where the situation is in the settlement process.
 - 2.8. The Company shall not be responsible for any claims of third parties related to the resource or resources of the Affiliate, any products or services related to it.

If the Advertising materials are found on the Affiliate's resource or resources that violate this Agreement, a warning shall be sent to the Affiliate with a request to replace such materials. The Affiliate agrees to fix the occurred violation within 5 (five) business days. If the matter remains unresolved during the specified term, then through the Affiliate Program the Company reserves the right to block Payments to the Affiliate until the violation is fixed.

In a case of regular violation of this clause of the Agreement, then the Company, through the Affiliate Program, shall have the right to revise the terms of cooperation with the Affiliate.

3. Sources of traffic

- 3.1. When registering, the Affiliate agrees to provide comprehensive information about the sources of traffic it intends to use in cooperation with the Company.
- 3.2. The Affiliate shall be held liable for any intentional concealment of sources of traffic. These actions may lead the Company, through the Affiliate Program, enacting punitive action which could include blocking of Payments and revising the terms of cooperation with the Affiliate.

- 3.3. The Company's Moderation Service shall have control over the compliance of the sources of traffic used by the Affiliate. The Affiliate can contact Affiliate Program Support for clarification.

4. Restrictions on the use of the Company's intellectual property objects

- 4.1. The Affiliate is forbidden to fully or partially copy the appearance of the websites or individual landing pages of the main Brand of the Company, as well as websites of trade names and trademarks registered by the Company. In addition, the websites or landing pages of the Affiliate shall not give the impression that they are managed or connected with the main Brand of the Company and any of its associated brands.
- 4.2. The Affiliate shall not have the right to use the logos, graphics and marketing materials of the Company without the consent of the Company's representatives, except for materials that are received as part of the Affiliate Program.
- 4.3. The Affiliate agrees not to register or use in part of the website's address (domain), its internal pages and mobile applications, any variation of the name of the main Brand of the Company or other brands of the Company, which includes or consists of the name of any brand of the Company, or which to an extent of confusion is similar to the name of the Company's trademark. The Affiliate agrees with the Company's right to determine the likelihood of confusion.
- 4.4. The Affiliate shall not have the right to acquire/register/use keywords, search queries or other identifiers for use in any search systems, portals, advertising services or other search/reference services that are identical or similar to any trade names (trademarks) of the Company or of any other brand owned by the Company. These include meta tags on the Affiliate's website that are identical or similar to any of the Company's trade names (trademarks).
The Affiliate shall not have the right to create pages and/or groups on any social networks (including, but not limited to Facebook, Instagram, Twitter, etc.) that may be misinterpreted as pages or groups of the Company and/or the Company's brands.
The Affiliate also agrees not to create or distribute mobile or web applications, as well as websites that may be misinterpreted as applications or websites of the Company's brands.
- 4.5. In case of breach of cl. 4.1 – 4.4 of this Agreement, the Company shall have the right to review the terms of cooperation with the Affiliate.

5. Competition

- 5.1. The Affiliate agrees not to place Advertising Materials and not to distribute Advertising Materials on behalf of the administration, managers or other employees of the Company and, in particular, the Affiliate Program. All Advertising materials and appeals to the customers on behalf of the Company shall be sent from official email addresses listed on the Company's website.
- 5.2. The Affiliate shall not have the right to contact potential customers in any way that will result in competition between the Affiliate and the Company as to the promotion of the website or websites.
- 5.3. As means of advertising the Company, the Affiliate is prohibited from using mail spam, contextual advertising with any of the Company's Brands and advertising formats such as clickunder and popunder.
- 5.4. The Affiliate agrees that it will not offer or provide incentives (financial or other) for registering, making a deposit or taking any action to any potential New User of the Company without the prior written consent of the Company as part of the Affiliate Program, except for standard advertising programs that the Company may from time to time provide through the Affiliate Program.
- 5.5. The Affiliate is forbidden to register its own player account with the Company through its Referral link, as well as to conspire with other users.
- 5.6. The Affiliate is prohibited from using cookie-stuffing, namely:
 - opening the website africabetpartners.com in iframe of size zero, as well as in the invisible zone;
 - implementing tags, cookie scripts and other similar manipulations.
- 5.7. In case of violation of cl. 5.1 – 5.6 of this Agreement, the Company reserves the right to revise the terms of cooperation with the Affiliate and may close the Affiliate Account.

6. Confidential information

- 6.1. During the term of this Agreement, the Affiliate may be provided with confidential information related to the business of the Company, operations, technologies and the Affiliate Program (including, for example, Earnings and other commissions received by the Affiliate as part of the Affiliate Program).
- 6.2. The Affiliate agrees not to disclose or transfer any confidential information to third parties unless the Affiliate has prior written consent from the Company. The Affiliate shall use confidential information only to achieve the objectives of this Agreement. The Affiliate's obligations regarding confidential information shall survive after the termination of this Agreement.

- 6.3. In case of violation of cl. 6.1 – 6.2 of this Agreement, the Company shall have the right to terminate the Agreement with the Affiliate and apply penalties in accordance with applicable laws on protection of the confidential information.

7. Fee for attracting New users

- 7.1. Earnings of the Affiliate shall not have a fixed value and will depend on the income of the Company received from New users who have registered by the Referral link of the Affiliate, as well as on the quality of traffic.
- 7.2. Immediately after registration, each new Affiliate receives a fee in the amount of 20% (twenty presents) of the monthly net profit of the Company received owing to New users attracted by the Affiliate for 3 (three) calendar months to increase turnover. Upon the expiration of the specified period of 3 (three) calendar months, the amount of the fee will be increased automatically to 25% (twenty five presents) of the monthly net profit of the Company received owing to New users attracted by the Affiliate. The Affiliate can revise the conditions for increasing the amount of the fee with the representative of the Affiliate Program.
- 7.3. To be eligible for the automatic fee increase, the Affiliate should attract a minimum of at least 5 (five) New users per every calendar month.
- 7.4. The Monthly net profit of the Company is calculated as follows:
The difference between the total acquired New users **Deposits** and the total acquired New users **Winnings** and **Bonuses** paid to acquired New Users and **Chargebacks**, and **Fraud Traffic** and **Taxes**, and **Current Balance** accrued in any given calendar month.
- 7.5. If within 3 (three) consecutive calendar months the Affiliate failed to attract 5 (five) New users, the Company shall have the right (but is not obliged) to change the terms of cooperation with the Affiliate, including reducing the amount of fee to be received by the Affiliate, or suspend the operation of the Affiliate account in the Affiliate Program. In individual cases, the question of termination of the current Agreement with the Affiliate may be raised.
In turn, the Affiliate's active actions in promoting the Company's brands may become an occasion for improving the conditions of cooperation, in particular, increasing the amount of the fee. The Affiliate will be notified thereof by letter to the email address provided in the Affiliate Account.

8. Fee payment

- 8.1. Africa Bet Partners will pay you the commission due, if any, on a monthly basis according to Africa Bet Partners calculations, and not further than the 15th of every month. in condition of it has previously agreed with the manager of the Company the details of payment.

- 8.2. We are required by law to apply an applicable Withholding Tax (WHT) on any commission payable. The corresponding amount of WHT will be deducted from the commissions due to you before the payment to you is made.
- 8.3. as well as if the earned funds exceed the minimum payment value – \$50.00 (fifty US dollars only) or \$100 in wire transfer.
- 8.4. Minimum commission credit of US\$200.00 is required before Africa Bet Partners will issue the payment for international affiliates.
- 8.5. All currencies are purchased on the parallel currency market. Africa Bet Partners will do everything possible to purchase at the best rate available, however by joining the affiliate scheme you accept that your earning received represents the best rate available and represent full and final payment of commissions due.
- 8.6. If the total net revenue from your referred new customer is negative for a given calendar month, the negative balance will be rolled to the next month, until a positive balance is achieved. Negative balance can only be fully set-off against positive amounts generated by your new customer referral activity. In a situation where an affiliate is inactive or not eligible for an affiliate commission payment, you carry over a positive total net revenue for a given month, any negative total revenue from the following calendar month shall be offset against the positive total net revenue rolled over from the previous month.
- 8.7. If the Affiliate does not have the above mentioned minimum amount in its Affiliate account, then the funds will be automatically transferred to the next period, and so on, until the required amount is accumulated.
- 8.8. The Company's Affiliate Program shall have the right to delay Payments to the Affiliate for up to 2 (two) months in case of unforeseen technical failures in the Affiliate Program, as well as if it is necessary to verify the Affiliate and its traffic sources. In case of delay in the Payment, the Affiliate may clarify the reasons with the personal manager of the Company - representative of the Affiliate Program.

9. Dispute settlement procedure

- 9.1. The Affiliate may challenge any decisions of the representatives of the Affiliate Program. For this purpose, the Affiliate shall contact the Affiliate Program Support Service and state its arguments.
- 9.2. All information shall be provided by the Affiliates only in writing to the official e-mail of the Affiliate Program Support Service. The contact details of the Support Service are given on the website of the Affiliate Program.
- 9.3. The Affiliate Program Support Service shall have the right to refuse to consider a complaint if the Affiliate fails to provide evidence of the absence of a violation.
- 9.4. The term for consideration of a complaint shall be 14 (fourteen) business days from the date of its receipt.

- 9.5. Subsequent to considering the complaint, any decisions made by the Company regarding the Africa Bet Partners Affiliate Program are final and not subject to revision. The Company reserves the right to delete any communications containing profanity, insults, incitement to violence or false accusations, and, to duly suspend cooperation with the Affiliate responsible for sending such communications.