

Cannonball Partners Affiliate Program Terms & Conditions

It is important that you carefully read our Terms & Conditions and that you agree to them before we commence our Affiliate Partnership.

By completing the application form (the “**Affiliate Registration Form**”) for the Cannonball Partners Affiliate Program (the “**Affiliate Program**”) and clicking “Signup” on the form, you (hereinafter the “**Affiliate**”) hereby agree to abide to and comply with all the Terms and Conditions set out in this document and the Privacy Policy of the website Cannonball Partners Affiliate Program (together the “**Agreement**”)

This Agreement shall be effective on the date the online Affiliate Registration Form is submitted and approved by the Affiliate Program.

1. PURPOSE

- 1.1 The Cannonball Partners Affiliate Program is operated by Winzilla Ltd, incorporated and registered under the laws of the Republic of Cyprus with registration No. HE 474611 and having its registered office at 39 Dimofontos Street, 3rd Floor Office 301, Nicosia, 1075, Cyprus.
- 1.2 The Affiliate maintains and operates one or more websites on the Internet (hereinafter collectively referred to as “the **Affiliate Website**”), and/or refers potential customers through other channels.
- 1.3 This Agreement shall govern our relationship with you as an Affiliate of the Cannonball Partners Affiliate Program in relation to the promotion of Our Brands (as defined below) whereby you will be paid an Affiliate Fee as defined herein based on the traffic generated by you to Our Brands, subject to the terms and conditions of this Agreement.
- 1.4 Cannonball Partners Affiliate Program reserves the right to amend, alter, delete or add to any of the provisions of this Agreement, at any time and at its sole discretion, by either (i) emailing you a change notice or (ii) by posting the new version of the Agreement on our website <https://cannonball.partners/>. Any such modification will take effect within five (5) calendar days after the date of posting any updated version of the Agreement or sending any notification by email (whichever is earlier).
- 1.5 Your continued (i) participation in the Affiliate Program, (ii) use of Cannonball Partners Affiliate Program website and/or mobile application and/or Marketing Materials (as hereafter defined), or (iii) acceptance of any Affiliate Fee from the Affiliate Program, confirms your irrevocable acceptance of this Agreement (and any modifications thereto) and you will therefore be obliged to continuously comply with the Privacy Policy of the Website and the Terms and Conditions of this Agreement as well as any other rules and/or guidelines made known to you from time to time by the Affiliate Program.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, references to the following words shall have the meanings set out below:

- 2.1. “**Account**” means a uniquely assigned account created by a User when they successfully register via a Tracker and makes ‘Qualifying Purchase’.
- 2.2. “**Affiliate**” means any natural individual or corporate entity completing and clicking “Signup” on the form and accepting the present Agreement, also referred to as you.
- 2.3. “**Affiliate Promotions**” means all advertising, marketing and promotional content, other than the “Marketing Materials” that have been provided by us and activities engaged by Affiliate in providing the marketing activities specified in Section 1.

- 2.4. **"Affiliate Program"** means the Cannonball Partners Affiliate Program through which Affiliate promotes Sponsor's products/services and is compensated subject to these Terms.
- 2.5. **"Affiliate Fee"** is the amount due and payable to you, as calculated based solely on Affiliate Program system's data and in accordance with the fees and payments terms set forth in the Website (as may be changed from time to time by us without prior notice in our sole discretion) and subject to the terms of this Agreement or as otherwise pre-agreed in writing between you and Cannonball Partners Affiliate Program.
- 2.6. **"Affiliate Section"** means the password-protected area of the Website that is accessible to you (by logging on with the security code that we assign you after you sign up as a participant in the Affiliate Program and associated password) and which provides certain 'member only' functionality, including facilities to check relevant statistics, update your profile, create additional Trackers, select banners and/or text links.
- 2.7. **"Affiliate Website"** means any website used by an Affiliate to promote our Website, Brand and/or Services.
- 2.8. **"AMOE" or "Alternative Method of Entry"** means the free, no-purchase method of entering the applicable sweepstakes as described in the Official Rules.
- 2.9. **"Clients"** shall mean any third party who licenses to the Affiliate Program the use of any trade name, mark, brand, logo, design including any other Intellectual Property Right, for the purpose of promoting their brand to potential Players through the Affiliate Program.
- 2.10. **"Fraud Traffic"** means complete a Qualifying Purchase of Gold Coins, revenues or traffic generated on the Services through illegal means or any other action committed to defraud us (as determined by us in our sole discretion), regardless of whether or not it actually causes us harm, including but not limited to complete a Qualifying Purchase of Gold Coins generated on stolen credit cards, collusion, manipulation of the service or system, bonuses or other promotional abuse, and unauthorized use of any third party accounts, copyrights, trademarks and other third party intellectual property rights (which for the avoidance of doubt includes our intellectual property rights) and any activity which constitutes Fraud Traffic under Section 8 below or as established throughout the Agreement.
- 2.11. **Jurisdiction:** Our Brands are made available and/or offered to consumers in a number of states or jurisdictions (each a **"Jurisdiction"**) as listed time by time in Annex II. The Affiliate Program may modify this list by providing written notice (email being sufficient) to the Affiliates.
- 2.12. **"Marketing Materials"** means banners and text links (which includes Trackers that are made available by us on the Affiliate Section, that you may use to connect Players to our Services from your Affiliate Website and any other marketing materials (which may include Our Brands) that have been provided or otherwise made available to you by us and/or pre-approved by us in writing.
- 2.13. **"Official Rules"** means the then-current official rules for Sponsor's sweepstakes, as hosted by Sponsor at Cannonball Partners Affiliate Program provided in writing by Sponsor, which include the AMOE and all eligibility.
- 2.14. **"Our Brand(s)"** means the list of brands owned by us and/or our Clients and added time by time at our sole discretion, and any logo, mark, domain name or trade name which contains, is confusingly similar to Our Brands and any other logo, mark, domain name or trade name owned from time to time by us and/or our Clients, including any additional domain names and logos related to the Website and/or the Affiliate Program.
- 2.15. **"Player(s)"** means any person who has opened an Account through your Tracker who has not held an Account with Our Brands before.
- 2.16. **"Qualifying Purchase"** means the User's first paid purchase of Gold Coins (non-redeemable virtual items) on Sweep King.
- 2.17. **"Restricted Territories"** means any geographic jurisdiction (state, district, territory, or country) in which participation in Sponsor's sweepstakes is prohibited by Sponsor's Official Rules or Terms of Service, or is otherwise designated by Sponsor in Annex 1, including without limitation(CT, FL, ID, KY, LA, MD, MI, MT, NV, NJ, NY, WA) and any jurisdiction later added by Sponsor on notice to Affiliate.
- 2.18. **"Regulatory Advertising Guidelines"** means any law, regulation and/or guideline, as updated time by time, which lies to the advertising, marketing and operation of Our Brands
- 2.19. **"Services"** means any product or service provided to Players through Our Brands.
- 2.20. **"Spam"** means any email or other electronic communication which you, directly or indirectly, send

which markets, promotes or which otherwise refers to us, Our Brands, the Website, and/or our Services from time to time, or which contains any Marketing Materials, Our Brands or Trackers and which breaches our Electronic Marketing Rules set forth in Section 9 below or otherwise breach the terms and conditions of this Agreement or any other applicable laws, rules, regulations and guidelines which ly to you and/or to us.

- 2.21. **"Tracker(s)"** means the unique Tracking URL Codes that we exclusively provide you with, through which we track Players' and potential Players' activities and calculate your Affiliate Fee.
- 2.22. **"Tracking URL"** means a unique hyperlink or other linking tool for referencing our Website, Our Services and/or Our Brands through which you refer potential Players. When the relevant Player opens their Account, our system automatically logs the Tracking URL and records you as the Affiliate.
- 2.23. **"Website(s)"** means, the website located at the URL <https://cannonball.partners/> and any URL with which we replace such URL from time to time (and such other web addresses including RSS feeds which are owned, operated or controlled by or on behalf of us from time to time and which make available such Website) and each of its related pages.

3. REGISTRATION FORM AND ACCEPTANCE OF AN AFFILIATE

- 3.1. You shall provide true and complete information to us when completing the Affiliate Registration Form located at <https://cannonball.partners/> and shall promptly update and/or inform us by email of any information required therein that may change time by time. You shall also promptly provide us with such other information or due diligence documents as we may reasonably request from time to time.
- 3.2. The Affiliate Program shall evaluate the Affiliate Registration Form hereby submitted and shall inform you in writing by email (provided when completing the form) within 21 business days from receipt whether the Affiliate Registration Form is accepted or not.
- 3.3. The Affiliate Program reserves the right to refuse any registration in its sole and absolute discretion.

4. QUALIFYING CONDITIONS

- 4.1. As an Affiliate you hereby warrant that:
 - 4.1.1. You are of legal age in your jurisdiction of residence competent and duly authorized to agree and enter into this Agreement.
 - 4.1.2. You are the proprietor of all rights, licenses and permits of the Affiliate Website to market, promote and advertise the Website, our Services and/or Our Brands in accordance with the provision of this Agreement.
 - 4.1.3. You shall comply with all applicable rules, laws and regulations in connection with the promotion of the Website and , our Services and/or Our Brands
 - 4.1.4. You fully understand and accept the terms and conditions of the Agreement.

5. OBLIGATIONS OF THE AFFILIATE PROGRAM

- 5.1. The Affiliate Program shall provide the Affiliate with all information, links, Trackers and Marketing Material required by the Affiliate for the implementation of the Agreement.
- 5.2. The Affiliate Program shall administer the traffic generated via the Trackers, the Marketing Material, record the net revenues and the total amount of the Affiliate Fee earned via the Trackers, and provide the Affiliate with the monthly reports, statistics, and handle all customer services related to the business.
- 5.3. The Affiliate Program shall pay the Affiliate the amount due depending on the traffic generated, i.e. the Affiliate Fee, subject to the terms and conditions of this Agreement.

6. OBLIGATIONS OF THE AFFILIATE

- 6.1. Approved Marketing Materials.** In providing the marketing activities referred to in Section 1, you shall only use the Marketing Materials as provided by the Affiliate Program. You shall not modify the Marketing Materials or Our Brands in any way without our prior written consent and pursuant to the terms of such consent. You shall only use the Marketing Materials in accordance with the terms of this Agreement, any guidelines we provide to you on our Website or otherwise from time to time and any applicable laws. Any customized promotional materials provided to you will be at your cost and deducted from any Affiliate Fees which may be due to you. During the term of this Agreement, we grant you a terminable, non-exclusive, non-transferable, limited right to use the Marketing Materials and Our Brands for the sole purpose of fulfilling your obligations under this Agreement.
- 6.2. Competitive Marketing.** You shall not be entitled to market to potential Players (i) on any Internet site or any other on which we promote the Website, Our Brands and/or Services; (ii) on any Internet search engine on which we promote the Website, Our Brands and/or Services; and (iii) in any other manner which results in you competing with us in relation to the promotion of the Website, Our Brands and/or Services.
- 6.3. Non-Assignment.** Trackers are for your sole and exclusive use and are not assignable to others without our prior written consent, which may be withheld for any reason.
- 6.4.** For every Affiliate Promotion (including ad units, social posts, videos, emails, landing pages, and any page containing an entry or purchase call-to-action), Affiliate shall clearly and conspicuously display, in immediate proximity to the principal claim or CTA and without requiring expansion or scrolling: ***“18+. No purchase necessary. Void where prohibited by law. Terms of Services and Sweepstakes Rules apply.”***
- 6.5.** Affiliate shall not represent Sponsor’s offering as “gambling,” “real-money,” “betting,” or similar. Claims such as “guaranteed wins,” “risk-free cash,” “beat the system,” “instant winnings,” or any implication that a purchase improves odds are prohibited. Where applicable to non-sweepstakes gameplay, Affiliate must include “Virtual coins; entertainment only” language consistent with Sponsor’s positioning.
- 6.6. Commercial Use Only.** This marketing opportunity is for commercial use only. Affiliate shall not, directly or indirectly, register as a Player or complete a Qualifying Purchase of Gold Coins to any Account through your Tracker(s) for your own personal use and/or the use of your relatives, friends, employees, servants, agents or advisors, or otherwise attempt to artificially increase the Affiliate Fee payable to you or to defraud us. Violation of this provision shall be deemed to be Fraud Traffic.
- 6.7. Player Information.** We reserve the right to refuse service to any potential Player and to close the Account of any Player, at any time, at our sole discretion. All data relating to the Players and any other players, including potential players, shall remain our exclusive property and Affiliate acquires no right to such information except pursuant to our prior express written instructions.
- 6.8. Trademarks and Domain Names.** Affiliate acknowledges that Cannonball Partners Affiliate Program and/or its Clients, own all Intellectual Property Rights composed in all of the Marketing Materials, the Website, and/or Our Brands. Any use of any trade mark, domain name or trade name which contains, is confusingly similar to or is comprised of Our Brands or the look and feel of the Website, and/or Our Brands (other than in accordance with the terms of this Agreement) without our prior written permission shall be unauthorized and may constitute a breach of the present Agreement. Affiliate agrees that all use by you of Our Brands, Website and inures to our sole benefit and that you will not obtain any rights in Our Brands, Website and a result of such use. Affiliate shall not register or attempt to register any trademarks or domain names that contain, are confusingly similar to or are comprised of Our Brands, and/or Website, and you hereby agree to transfer any such registration obtained by you to us and/or our Clients immediately upon demand, for no consideration whatsoever. Affiliate further agrees not to attack or otherwise challenge the ownership of and title to Our Brands including any Intellectual Property

Rights in any way as further detailed in Section 14.5.

- 6.9. Privacy Policy.** Affiliate shall create, implement, publish, maintain and comply with a privacy policy that is applicable to any Personal Data that is collected, received, stored, maintained, used or otherwise processed by or on behalf of the Affiliate in connection with this Agreement.
- 6.10. Privacy and Data Security.** Each Party may collect information relating to an identified or identifiable individual, or other information that is subject to Data Protection Laws (as defined below) ("**Personal Data**") in connection with its business operations, which may include, without limitation, Personal Data regarding its own or current potential customers associated with its own services, subscriptions, accounts or other business purposes ("**Data**"). Neither Party shall have any obligation to provide or otherwise make such Data available to the other Party except as expressly set forth in this Agreement. Affiliate shall be responsible for complying with its obligations under all applicable laws, rules, regulations and orders issued thereunder related in any way to data protection, privacy or electronic marketing applicable to your Data ("**Data Protection Laws**").
- 6.11. Links Security Incident.** Affiliate shall immediately notify the Affiliate Program upon becoming aware of any breach or potential breach of the security relating to the Affiliate's Links ("**Affiliate Links Security Incident**"), and bear all costs arising from, and any and all notification and mitigation efforts related to, any such Affiliate Links Security Incident. Without limiting the foregoing, Affiliate shall conduct any recovery necessary to remediate the impact of any such Affiliate Links Security Incident and shall cooperate with the Affiliate Program investigation, mitigation, and remediation efforts undertaken in connection with any such Affiliate Links Security Incident.

7. WARRANTIES OF THE AFFILIATE

The Affiliate hereby agrees, warrants, and undertakes:

- 7.1.** It has never engaged in any activity, practice, or conduct which would constitute a felony or lesser criminal offense involving fraud, dishonesty, or moral turpitude.
- 7.2.** It has never been the subject of any investigation, inquiry, or enforcement proceedings by any governmental, administrative, or regulatory body regarding any felony or lesser criminal offense involving fraud, dishonesty, or moral turpitude, and no such investigation, inquiry, or proceedings have been threatened or are pending, and there are no circumstances likely to give rise to any such investigation, inquiry, or proceedings.
- 7.3.** It shall comply, and shall ensure that all of its employees, principals and agents, comply with all applicable federal, state and local laws, regulations, and industry standards, including but not limited to, any permit, licensing, qualification, registration, data protection, or other requirements with respect to the business of the Affiliate or any activities conducted in connection with this Agreement (collectively, "**Affiliate Requirements**"). Additionally, the Affiliate acknowledges and agrees that it will not promote illegal activities, including, but not limited to, illegal offshore gaming websites on the Affiliate Website(s) or any other websites or marketing platforms owned and operated by the Affiliate. Affiliate acknowledges and agrees that the Affiliate Program may monitor the Affiliate Website(s), other marketing platforms owned and operated by the Affiliate, and the Affiliate's social media accounts and podcasts to ensure compliance with this prohibition, and may take appropriate actions for non-compliance, including, but not limited to, terminating this Agreement.
- 7.4.** By entering into this Agreement, the Affiliate represents and warrants that it does not currently advertise or otherwise promote any illegal activities, including, without limitation, the operation of online gaming sites.
- 7.5.** To use its best efforts to actively and effectively advertise, market and promote Our Brands, the

Website, and the Services as widely as possible in order to maximize the benefit to the Parties and that it will abide with the guidelines of the Affiliate Program as may be forwarded from time to time and/or accessible online. The materials appearing on its Affiliate Website, with the exception of Materials provided by us will comply with all applicable laws, rules and regulations and will not infringe upon the copyrights, trademarks or intellectual property rights of any person or entity.

- 7.6. To market and refer potential Players to Our Brands, the Website, and the Services at its own cost and expense, and to be solely responsible and liable for the development, operation, and maintenance of its Affiliate Website as well as for all materials appearing on its Affiliate Website.
- 7.7. To be solely responsible and liable for the distribution, content and manners of its marketing activities including, without limitation, any content, images and information included in such marketing activities and any other actions that it may take, directly or indirectly, in connection with this Agreement, which must be professional, proper and lawful under applicable laws and in accordance with this Agreement.
- 7.8. To develop and/or implement marketing and/or public relations strategies which adhere to the Regulatory Advertising Guidelines and rules set out in the advertising codes and marketing guidelines issued by authorities in jurisdictions where the Services are provided, including without limitation, any laws, regulations, guidelines relating to the content and nature of any advertising or marketing, consumer protection and privacy matters.
- 7.9. To not perform any act which is libelous, discriminatory, obscene, unlawful, or otherwise unsuitable or which contains sexually explicit, pornographic, obscene, or graphically violent materials, which is, in our sole discretion otherwise unsuitable.
- 7.10. To not actively target any person who is under the legal age, this is to any person who is less than 18 years old (or such higher age as may apply for sweepstake in the jurisdiction that you are targeting), even if the age of majority in the location you are marketing is younger than 18 years old.
- 7.11. To not actively target any jurisdiction where sweepstake and the promotion thereof are illegal.
- 7.12. To not portray, condone or encourage sweepstake behavior that is socially irresponsible or could lead to financial, social or emotional harm, or conduct any type of marketing that promotes irresponsible gaming behavior such as to persons having economic constraints, limitations on the capacity to understand information, mental health issues, or showing indicators of problem gaming.
- 7.13. To not develop and/or implement marketing and/or public relations strategies which are misleading, pressure the player, trivialize gaming, portray gaming as indispensable or as a solution to problems, or encourages anti-social behavior.
- 7.14. To not in any way alter, change, intercept, modify, redirect, interfere the use of the Marketing Materials, the Tracker or remove or alter the location of any Tracker, the operation or accessibility of the Website, , Our Brands or any page thereof, as provided by the Affiliate Program via its affiliate software, without the prior written authorization from the Affiliate Program.
- 7.15. To not place Marketing Materials and/or Our Brands on any website or other channel, where the content and/or material on such website or channel: (a) infringes any third party's rights, including intellectual property rights; (b) copies or resembles Our Brands or any component thereof, in whole or in part; (c) disparages us or otherwise damages our goodwill or reputation in any way; or (d) frames any page of the Website and/or Our Brands in whole or in part.
- 7.16. To not register as a Player on behalf of any third party or authorize or assist (save by promoting the Website, Our Brands and Services in accordance with this Agreement) any other person to register as a Player.

- 7.17. To not take any action that could reasonably cause any potential Player and/or end-user confusion as to our relationship with you or any third party, or as to the ownership or operation of the Website, the Services and/or Our Brands on which any functions or transactions are occurring.
- 7.18. To not post, serve or publish any advertisements, communications or promotional content promoting the Website, our Services or Our Brands, from or within the Website, Our Brands and/or any part of the Website pages thereof (for example and without limitation through any "framing" techniques, pop-up windows or pop-under windows) to target potential Players from the Website and/or Our Brands itself.
- 7.19. To not cause the Website, and/or Our Brands (or any parts or pages thereof) to open in a visitor's browser or anywhere else used for accessing the Services other than as a result of the visitor clicking on banners or text links contained as part of any Marketing Materials.
- 7.20. To not attempt to intercept or redirect (including, without limitation, via user-installed software) traffic from or on any website or other channel that participates in our Affiliate Program or with which we are otherwise engaged.
- 7.21. To not use any means to promote websites which resemble in any way the look and/or feel of the Website, and/or Our Brands whether in whole or in part, nor utilize any such means or website and/or channel to create the impression that such website are the Website and/or Our Brands (or any part of the thereof).
- 7.22. To not violate the terms of use and any applicable policies of any search engines or other platforms (if applicable).
- 7.23. To not attempt to communicate to Players whether directly or indirectly to solicit them to move to any website or not owned by us or for other purposes without our prior approval and it will not send any form of direct marketing in relation to the Services, unless it has received a prior authorization in writing from the Affiliate Program. If the Affiliate has obtained prior written authorization from Affiliate Program to carry out direct marketing, then in addition to the other warranties set out in this Agreement, the Affiliate warrants that it shall: (i) not send any direct marketing to any individuals who are under 18 years of age (or such other age solely as expressly permitted by the Affiliate Program in respect to an applicable Jurisdiction); (ii) not send any direct marketing to any individuals who have self-excluded or who are otherwise prohibited by law from being sent such marketing materials; and (iii) only send direct marketing to those individuals who expressly agreed to receive such marketing communications, if such consent is required under any applicable law or regulation or otherwise required by the Affiliate Program.
- 7.24. If the Affiliate has obtained prior written authorization from the Affiliate Program to carry out social media marketing, then in addition to the other warranties set out in this Agreement, the Affiliate warrants that (i) it shall use language consistent with rules, guidelines, and consent decrees issued by the Federal Trade Commission (FTC) , the applicable Gaming Regulatory Authority, or other regulatory or enforcement body having authority over the Affiliate's marketing practices, in connection with all social media posts to indicate such posts are sponsored posts including, but not limited to, the FTC's Guides Concerning Use of Endorsements and Testimonials in Advertising; and (ii) it shall be solely responsible for ensuring that all social media distribution complies with all applicable laws and does not infringe on the rights of any third party.
- 7.25. To perform its obligations in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by companies in performing services of a similar nature.
- 7.26. That in gathering information for and/or creating any promotions, Affiliate did not and will not invade the privacy or otherwise violate the rights of any person including, but not limited to, publicity, privacy and other intellectual property rights; and will obtain appropriate consent (if required) to collect, store, use, process, and share consumer information in a manner that will allow both Parties to fulfill their obligations under this Agreement.

- 7.27. It will adhere to the Regulatory Advertising Guidelines and to reasonable marketing policies and brand guidelines that the Affiliate Program makes available to the Affiliate ahead of performing the promotions and it will perform under this Agreement in compliance with applicable laws, rules and regulations.
- 7.28. It will appropriately disclose the connection between the Affiliate Program and the Affiliate.
- 7.29. It will not knowingly create advertising copy or Promotions that contain: (A) false, misleading, inaccurate, or deceptive statements or exaggerations; (B) false or fabricated verbal or visual statements; (C) dishonest or material distortions of opinions, findings or experiences depicted with respect to the Service; or (D) content that otherwise violates the rights of any person or entity. If any modification or removal of a posted ad or Promotion is required as a result of a substantiated third-party claim or complaint due to the Affiliate's breach of this Agreement, the Affiliate shall be responsible to take down or remove all content associated with such modifications.
- 7.30. To not, at any time, directly or indirectly, independently or through others, authorize, allow, assist, or encourage any third party to breach any of the provisions included in this Section 7.
- 7.31. If we determine, in our sole discretion, that you as an Affiliate have engaged in any of the aforementioned activities or in any manner fails to comply with this Section 7 and of any terms of this Agreement or any laws, rules, regulations or guidelines which ly to you and/or to us, we may (without limiting any other rights or remedies available to us) withhold any Affiliate Fees and/or terminate this Agreement immediately by providing a written notice.

8. AFFILIATE COLLUSION AND FRAUD TRAFFIC

- 8.1. The term Fraud Traffic in reference to affiliate collusion is an attempt by an Affiliate or group of affiliates to create fraudulent income with a coordinated effort, hereinafter referred to as **"Collusion"**.
- 8.2. For this purpose, Collusion shall include, but shall not be limited to:
 - 8.2.1. Coordinate bonus and/or promotion abuse in the attempt to collect affiliate incomes and/or increase the Affiliate Fee.
 - 8.2.2. Coordinate qualifying purchase of Gold Coins where such qualifying purchase of Gold Coins are made as an offset to collect and/or increase the Affiliate Fee.
 - 8.2.3. Offer affiliates, players and/or third parties' financial incentives for the purpose of increasing the Affiliate Fee.
 - 8.2.4. Duplicate affiliates, players and/or third parties' accounts for the purpose of Collusion and/or increasing the Affiliate Fee.
 - 8.2.5. Any other act which, at our own discretion has been determined through detailed analysis, as being used to collect fraudulent commissions, and/or increase the Affiliate Fee.
- 8.3. Bonus Code Abuse is strictly monitored and any affiliate using an unauthorized bonus code or promotional landing page that was not provided to them expressly to use either directly in person or via the public affiliate creative library will be dismissed from the Affiliate Program immediately and all commissions from traffic sent using this bonus code or promotional landing page will be withheld from the Affiliate Fee.
- 8.4. We reserve the right, at our own discretion, to terminate the Agreement immediately by serving a notification to the Affiliate for any event of Fraud Traffic, Collusion and/or Bonus Code Abuse.

9. ELECTRONIC MARKETING RULES

- 9.1. If you plan to promote the Website, and/or Our Brands through email marketing, then without derogating from any other obligations under this Agreement, your email practices must comply

with the following:

- 9.1.1.** You have clear, informed, unambiguous and specific consent from the proposed recipient(s) before you send any such communications. The consent must have been given to you freely by way of an opt-in consent mechanism. Any tick box must not be pre-populated.
- 9.1.2.** The communication makes it clear that it is marketing Our Brands and/or Services.
- 9.1.3.** If such communication includes any promotional offers (for example, the payment of free tickets to prospective players, bonuses and/or any type of promotional discount) or any promotional competitions or games, then the promotion, competition or game shall be clearly identified as such and any conditions which the prospective Player must meet in order to qualify for the promotion, competition or game must be set out clearly and unambiguously in the communication;
- 9.1.4.** Any such communications are not to be sent to persons under the legal age for sweepstake, this is to any person who is less than 18 years old (or such higher age as may apply for sweepstake in the jurisdiction of the proposed recipient(s) of any such communication), even if the age of majority in the location you are marketing is younger than 18 years.
- 9.1.5.** You shall not use any viral marketing techniques as part of your electronic marketing activities.
- 9.1.6.** Any such communications shall only promote Our Brands, and/or our Services (and not any third parties, third party services and/or third-party websites) and shall not include any content other than our Marketing Materials, as approved by us time by time.
- 9.1.7.** You include a true name in the communication (e.g. the "From" line of any email) and not a sales pitch or marketing message. Any such communication must clearly identify you as the sender of the communication and you shall not falsify or otherwise attempt to hide your identity.
- 9.1.8.** You do not mislead the recipient(s) about the content and purpose of the communication.
- 9.1.9.** You provide an adequate, functioning, and conspicuous "opt-out" or "unsubscribe" option in every communication that is not more complicated for the player to action than the opt-in process.
- 9.1.10.** The communication must include a valid address to which the recipient can respond to opt out/unsubscribe of future marketing communications. The reply address must be active for at least the following year after sending the communication and you will also include a physical business address in any such communication.
- 9.1.11.** You shall honor expeditiously any opt out/unsubscribe request made by any communication recipient, and you will not send any further marketing communications to any person who indicates (by whatever means) that they do not wish to receive any further marketing communications.
- 9.1.12.** You include a link to your privacy policy in any such communication, which privacy policy shall fully comply with all regulatory requirements including without limitation those in relation to customer data protection which shall grant at least the same level of protection, warranties and representations included in our Privacy Policy.
- 9.1.13.** You will not send any such communications to any person who has registered on any applicable register of persons who do not wish to receive any marketing communications.
- 9.1.14.** You must include the following notice, or similar wording in any email message or text or mobile communication: Please note that you have received this email from an affiliate marketer of Cannonball Partners If you feel that you have received this email in error, been misled by this affiliate or your previous opt-out request was not honored by this affiliate, please immediately report this affiliate by forwarding this entire email message to Cannonball Partners by email to

affiliates@cannnball.partners joined by the title: Affiliate Spam. Further, you are responsible for ensuring that your communications practices comply with all applicable laws, regulations, rules, directives and codes of practice, including, without limitation, any Regulatory Advertising Guideline, as updated time by time.

10. REPORTS AND PAYMENTS

- 10.1. **Payments.** Subject to the terms of this Agreement and your full compliance with your obligations hereunder, the Affiliate Program agrees to pay the Affiliate the Affiliate Fee, calculated on the internal qualification terms based on GGR generated from the Players referred by the Affiliate Website and/or other channels.
- 10.2. **Player Tracking and Active Players.** You understand and agree that potential Players must link and make a Qualifying Purchase of Gold Coins using your Tracker for you to receive the Affiliate Fees. In no event are we liable for your failure to use the provided Trackers. Notwithstanding any other provision herein, we may at any time and in our sole discretion alter our tracking system and reporting format as we deem necessary.
- 10.3. **Affiliate Fee.** Unless otherwise agreed on a case by case basis with the Affiliate Program, the Affiliate Fee shall be an internal qualification terms based on GGR generated from the Players in accordance with the rates displayed on <https://cannonball.partners/> or those mutually agreed to in writing.
- 10.4. **Affiliate Fee Calculation and Time of Payment.** The Affiliate Fee is calculated at the end of each month and payments shall be made within 30 days from receipt of the Affiliate invoice, as detailed below, provided that the amount due exceeds one hundred US Dollars (\$100) (the "Minimum Threshold"). If the balance due is less than the Minimum Threshold, it shall be carried over and added to the following month and shall be payable when it collectively exceeds the Minimum Threshold.
- 10.5. **Monthly Reports.** The Affiliate Program shall provide the Affiliate with a monthly report detailing the calculation of the Affiliate Fee and the total amount due to you. In addition, daily reports will be available online for you to view the relevant activity of the Players you refer, per the Tracker.
- 10.6. **Invoice.** The Affiliate Program shall, within fifteen (15) days from the end of the calendar month, send by email the Monthly Report, detailing the calculation of your Affiliate Fee and the total amount due to Affiliate for the previous calendar month. Upon receipt of the Monthly Report, the Affiliate must send an invoice to the Affiliate Program by email to affiliates@cannnball.partners order to recover its Affiliate Fee. The Affiliate Program shall pay the Affiliate fee within twenty (30) days of receipt of the Affiliate's invoices sent by email. All invoices sent to the Affiliate Program must be based on, and in accordance with, the Monthly Report sent by the Affiliate Program. All invoices sent which do not include the Affiliate's Fee as detailed in the Monthly Report, will be disregarded and not paid.
- 10.7. **Currency.** All payments will be due and payable in USD or such other currency as we will determine, from time to time. For the avoidance of doubt, we have no liability to pay any currency conversion charges, or any charges associated with the transfer of monies to your bank account.
- 10.8. **Payment Claims.** If the Affiliate disagrees with the amount payable and/or the Affiliate Fee as detailed in the monthly report, it shall within a period of thirty (30) days from receipt of the monthly report send an email to the Affiliate Program on affiliates@cannnball.partners and indicate the reasons of such disagreement and/or dispute. Failure to send an email within the prescribed time limit shall be deemed to be considered as an irrevocable acknowledgment and acceptance of the Affiliate Fee for the period indicated, and your right to dispute such monthly report or payment will be deemed waived and you shall have no claims in such regard.
- 10.9. **Adjustment to the Affiliate Fee.** Notwithstanding the above, if an error is made when calculating

the Affiliate Fee, the Affiliate Program reserves the right to correct such calculation at any time and will immediately notify the underpayment or reclaim overpayment made to the Affiliate. In the event of any underpayment, the Affiliate Program shall adjust the following monthly report and pay out the underpayment within the next due Affiliate Fee. If any overpayment is made in the calculation of your Affiliate Fee, we reserve the right to correct such calculation at any time and to reclaim from you any overpayment made to you. You agree to reimburse any overpayment made to you, within fifteen (15) days of receipt of our overpayment notice.

- 10.10. Negative Net Revenue:** When Net Revenue for any particular month is negative, thus resulting in a negative commission and/or fee amount due to the Affiliate, no Affiliate Fee shall be payable to the Affiliate with respect to that month and the negative balance shall be carried forward to the following month and this negative amount will be deducted from the future Affiliate Fee due.
- 10.11. Fraud Traffic Investigation.** The Affiliate Program, in its sole discretion, may delay payment of any Affiliate Fee for up to ninety (90) days, in the event it suspects of any Fraud Traffic and/or while it investigates and verifies that the relevant transactions comply with the provisions of the terms and conditions of this Agreement. In the event that we determine any activity to constitute Fraud Traffic, or to otherwise be in contravention of this Agreement, then in our sole discretion we may:
- (i) pay the Affiliate Fees in full or in part, (ii) recalculate the Affiliate Fee in light of such suspected Fraud Traffic, Collusion and/or Bonus Code Abuse and/or (iii) forfeit your right to future Affiliate Fees due to any Fraud Traffic (as appropriate).
- 10.12. Undue Payments.** No payment shall be due as a result of Players who, in our sole discretion, are not verifiably who they claim to be or are otherwise involved with Fraud Traffic or when the traffic generated is illegal or contravenes any provision of this Agreement. The Affiliate agrees to return all Affiliate Fees 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 permitted by law.
- 10.13. Taxes.** 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 as a result of the revenue generated under this Agreement. The Affiliate Program 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 Affiliate Program in that regard.
- 10.14. Money Laundering.** You shall comply with all applicable laws and any policy (including but not limited to the Bank Secrecy Act, 31 USC 5311 et, seq.) to which you have been notified by us, through our Website or otherwise, in relation to your obligation to prevent money laundering and/or the use of funds which may have been gained as a result of potential criminal activity.

11. TERM AND TERMINATION

- 11.1. Term and Termination.** This Agreement will take effect when you indicate your acceptance of these terms and conditions by clicking on "Submit"/"Accept" on the Affiliate Registration Form affiliates@cannnball.partners and shall continue into force until terminated in accordance with the terms of this Agreement.
- 11.2. Termination by You.** You may terminate this Agreement, with or without cause, upon delivery of thirty (30) days written notice to us by email to affiliates@cannnball.partners.
- 11.3. Termination by Us.** We may terminate this Agreement, for any reason whatsoever, upon seven (7) days written notice to you by email. Further, we may terminate this Agreement immediately, without notice, if you breach a material provision of this Agreement and do not cure it within five (5) days of notice to cure.
- 11.4. Automatic Termination without notice.** We will have the right to terminate this Agreement without notice where: (a) the total cumulative balance of Affiliate Fees due to you is less than 50

US Dollars for six (6) consecutive calendar months; or (b) you do not have any persons qualifying as Players in any one hundred and eighty (180) day period, or (c) in case of any material breach of the terms and conditions of this Agreement by you; including but not limited to any breach of the provisions of Sections 4, 5, 6, 7, 8, 9, 10 and 14 or (d) any other circumstances which may jeopardize or otherwise adversely affect, in our sole discretion, any part of Our Brands, the Affiliate Program, or any of our affiliated companies. In the case of (a) and (b) above, we will make reasonable efforts to improve the collaboration with the Affiliate before terminating the agreement and closing the Affiliate's account.

11.5. Effect of Termination. The following will upon termination of this Agreement:

- (a) Affiliate shall stop promoting and must remove all references to the Website, Our Services, Our Brands, and communications, irrespective of whether the communications are commercial or otherwise;
- (b) all rights and licenses granted to you under this Agreement will be immediately terminated and the Affiliate shall cease the use of any and all trademarks, services marks, logos and other designations vested in the Affiliate Program and the Our Brands and the Marketing Materials;
- (c) the Affiliate must return to the Affiliate Program all Confidential Information (and all copies and derivations thereof) in the Affiliate's possession, custody, and control; and
- (d) we may at our sole discretion, leave open, redirect, or deactivate any Trackers without any obligation to pay you for new Players who become Players following the termination of the Agreement; and
- (e) the Affiliate will only be entitled to such Affiliate Fee that is earned but unpaid as of the effective termination date of this Agreement. In the event of termination, we reserve the right to withhold your final Affiliate Fee payment for a reasonable time but not longer than ninety (90) days to ensure that the correct amount is paid. The Affiliate will not be eligible to earn or receive any Affiliate Fee after the effective termination date.
- (f) if this Agreement is terminated by us due to the Affiliate's breach of any terms and conditions of this Agreement, we shall be entitled to withhold the Affiliate's earned but unpaid Affiliates Fees as of the termination date as collateral for any claim arising from such breach;
- (g) the Affiliate will release the Affiliate Program from all obligations and liabilities occurring or arising after the date of such termination, except with respect to those obligation that by their nature are designed to survive the termination,
- (h) the termination will not relieve the Affiliate from any liability arising from any breach of this Agreement, which occurred prior to termination and/or to any liability arising from any breach of confidential information even if the breach arises at any time following the termination of this Agreement.

12. LIABILITIES AND INDEMNIFICATIONS

12.1. NO WARRANTIES. WE MAKE NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR OTHERWISE) WITH RESPECT TO THE AFFILIATE PROGRAM, THE WEBSITE, Our Brands, OUR SERVICES, THE MARKETING MATERIALS AND/OR ANY CONTENT, PRODUCTS OR SERVICES AVAILABLE THEREIN OR RELATED THERETO OR THAT OUR WEBSITE OR Our Brands, SYSTEM, NETWORK, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO US BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED OR WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF ALL OR ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHERMORE, NEITHER WE (NOR OUR PROVIDERS, AFFILIATES OR UNDERLYING VENDORS) ARE REQUIRED TO MAINTAIN REDUNDANT SYSTEM(S), NETWORK, SOFTWARE OR HARDWARE.

12.2. Billing and Collection Limitations. We may, in our sole discretion, use any available means to block or restrict certain Players, complete a Qualifying Purchase of Gold Coins and/or play

patterns and/or reject the applications of potential Players and/or Affiliates so as to reduce the number of fraudulent, unprofitable transactions or for any reason. We do not guarantee, represent or warrant the consistent application and/or success of any fraud prevention efforts.

- 12.3. Liability Limitations.** Our obligations under this Agreement do not constitute personal obligations of the owners, directors, officers, agents, employees, vendors or suppliers of the Website, , the Services, Our Brands or any of their affiliates. Other than as expressly provided in this Agreement, in no event will the Affiliate Program be liable for any indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether we have been advised of the possibility of such loss) including any loss of business, revenue, profits or data. Our liability arising under this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall only be for direct damages and our aggregate liability under this Agreement shall not exceed the revenues generated and payable hereunder over the previous six months at the time that the event giving rise to the liability arises. However, nothing in this Agreement will operate to exclude or limit either party's liability for death or personal injury arising as a result of that party's negligence or for fraud. This Section will not limit our ability to obtain injunctive or other equitable relief. Affiliate shall be solely liable for any breaches of data for which it is responsible and there shall be no joint or several liability with respect to such breaches.
- 12.4. Indemnification.** You shall defend, indemnify, and hold us and our affiliates and our affiliates' officers, directors, shareholders, employees, attorneys and representatives free and harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including reasonable legal fees) judgments and penalties resulting or arising in connection with (i) your breach of this Agreement; your willful or grossly negligent misconduct; any false, misleading, or disparaging representations or statements about us or our Services.
- 12.5. Set off.** Without prejudice to any other rights or remedies available to us under this Agreement or otherwise, we shall be entitled to set off any payments otherwise payable by us to you hereunder, against any liability due to us by the Affiliate, including any claims we have against you resulting from or arising from, your breach of any terms and conditions of this Agreement.

13. INDEPENDENT INVESTIGATION

YOU WARRANT THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF MARKETING THE WEBSITE, Our Brands AND/OR SERVICES.

13.1. You hereby represent and warrant to us the following: (i) you have accepted the terms and conditions of this Agreement, which creates a legal, valid and binding contracts and obligations on you, enforceable against you in accordance with its terms; (ii) all the information provided by you to us in connection with this Agreement is true and accurate; (iii) such acceptance and the performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not conflict with or violate any provision of law, rule, regulation or agreement to which you are subject to; (iv) you have, and will have throughout the term of this Agreement, all approvals, permits required to enter this Agreement, perform your obligations under this Agreement or receive payment under this Agreement; and (v) you are an adult of at least 18 years of age.

14. INVESTIGATION AND GOVERNMENT APPROVALS

- 14.1.** As a sweepstake gaming provider, the Affiliate Program and/or its Clients are required to adhere to strict laws and regulations regarding vendor, supplier, provider, operator, licensee and other business relationships, including its marketing affiliates. The Affiliate Program may, in its sole discretion, require the Affiliate to submit to the Affiliate Program certain information in conjunction with a diligence investigation of the Affiliate Program; to be conducted at the Affiliate Program sole expense (a "Diligence Investigation") and the Affiliate shall promptly comply with any such requests.

- 14.2. The Agreement is subject to all applicable laws, rules and regulations specific to each applicable Jurisdiction, including the regulations of the applicable sweepstakes compliance framework ("**Sweepstake Laws**"). This Agreement may be in conflict with sweepstakes laws. In the event of any such conflict, this Agreement shall immediately terminate as it relates to the applicable Jurisdiction and the Affiliate Program shall not have any further liability or financial obligation to the Affiliate.
- 14.3. Each Party shall perform its respective obligations in compliance with all applicable laws. Without limiting the foregoing, the Affiliate agrees to comply with its applicable sweepstakes compliance framework or other requirements, as applicable, to process and timely provide all information requested by the Affiliate Program either in conjunction with a Diligence Investigation or in order for the Affiliate Program to successfully complete and file any required disclosure or registration or notice with any sweepstakes compliance framework and any other forms or reports or to any rules, regulations, resolutions or orders promulgated by the sweepstakes compliance framework, as the same may be modified, amended or supplemented from time to time. In addition, the Affiliate agrees to provide Affiliate Program with any information which it, in its sole and absolute discretion, deems necessary to (i) enable Affiliate Program to file any required reports, (ii) maintain any licenses of Affiliate Program or its Clients required to be filed or maintained pursuant to the Sweepstake Laws, or (iii) comply with any regulatory compliance policy (as now in effect or hereafter adopted and as amended from time to time) and in accordance of any sweepstakes compliance framework.
- 14.4. The Parties agree that if the Affiliate Program determines, in its sole judgment, that Affiliate has not cooperated with any Gaming Regulatory Authority's requests, the Affiliate Program shall be entitled to immediately terminate this Agreement upon written notice to the Affiliate without further liability or financial obligation to Affiliate.

15. MISCELLANEOUS

- 15.1. **NOTICES.** All notices pertaining to this Agreement will be given by email as follows: to you at the email address provided by you on the Affiliate Registration Form (or as subsequently updated by you to us in the event of change), and to us at affiliates@cannnball.partners. Any notice sent by email shall be deemed received on the earlier of an acknowledgement being sent or 24 hours from the time of transmission.
- 15.2. **RELATIONSHIP OF THE PARTIES.** There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you or us or any of our affiliates under this Agreement. Neither party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in this Agreement.
- 15.3. **NON-EXCLUSIVE.** You understand that we may at any time (directly or indirectly), enter into marketing terms with other Affiliates on the same or different terms as those provided to you in this Agreement and that such Affiliates may be similar, and even competitive, to you. You understand that we may re-direct traffic and users from the Website and/or Our Brands, to any other online site that we deem appropriate in our sole discretion, without any additional compensation to you.
- 15.4. **CONFIDENTIALITY.** As an Affiliate, you may receive confidential information from us, and/or Our Brands, including but not limited to business, financial, list of customers and buyers, as well as prices and sales information and any information relating to products, marketing plans, marketing concepts, structure, business, activities, payments records, operations, business plans, processes, business know-how or logic, trade secrets, market opportunities and Personal Data of the Affiliate Program and/or Our Brands. This information is confidential to us and constitutes our and/or Our Brands proprietary trade secrets. You shall not disclose this information to third parties or use such information other than for the purposes of this Agreement without our prior written consent, save as expressly required by law (provided that any such disclosure is only to the

extent so required and provided that prior to such disclosure, you notified us in writing with respect to such requirement). This provision shall survive the termination of this Agreement.

- 15.5. INTELLECTUAL PROPERTY RIGHTS.** Nothing contained in this Agreement will grant either Party any right, title or interest in the trademarks, trade names, service marks, name domains or other intellectual property rights of the other party (the "Intellectual Property Rights"). At no time during or after the term will the Affiliate attempt, challenge, assist or allow others to challenge, to register or to attempt to register our and/or our Clients Intellectual Property Rights and/or Our Brands, or within the group of companies of the Affiliate Program and/or its Clients. Provided also that neither will the Affiliate register nor attempt to register any Intellectual Property Rights which is basically similar to and/or confusingly similar to any Intellectual Property Rights which belongs to the Affiliate Program and/or its Clients contained or within the Affiliate Program, and/or its Clients group of companies.
- 15.6. FORCE MAJEURE.** Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a cause beyond the reasonable control of and is not the fault of such party, including but not limited to labor disputes, strikes, industrial disturbances, acts of God, acts of terrorism, acts of nature, floods, lightning, utility or communications failures, earthquakes or other casualty. If a force majeure event occurs, the non-performing party is excused from whatever performance is prevented by the force majeure event to the extent prevented. Provided that, if the force majeure event subsists for a period exceeding sixty (60) days then either party may terminate the Agreement without notice.
- 15.7. PRESS.** You may not issue any press release or other communication to the public with respect to this Agreement, Our Brands or your participation in this Affiliate Program without our prior written consent, except as required by law or by any legal or regulatory authority.
- 15.8. ASSIGNMENT.** Except where you have received our prior written consent, you may not assign at law or in equity (including by way of a charge or declaration of trust), sub-licence or deal in any other manner with this Agreement or any rights under this Agreement, or sub-contract any or all of your obligations under this Agreement, or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee. We may assign any of our rights and/or obligations hereunder to any third party, by providing you a seven (7) day prior notice.
- 15.9. SEVERABILITY/WAIVER.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this 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 this Agreement or any other provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.
- 15.10. ENTIRE AGREEMENT.** This Agreement embodies the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior agreement or understanding between the parties in relation to such subject matter. Each of the parties acknowledges and agrees that in entering into this Agreement, it has not relied on any statement, representation, guarantee warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing. Nothing in this Section shall limit or exclude any liability for fraud.
- 15.11. THIRD PARTY RIGHTS.** Except insofar as this Agreement expressly provides that a third party may in their own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under local law or statute to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from under that local law or statute.
- 15.12. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the

laws of Cyprus without giving effect to conflicts of law principles. You irrevocably agree to submit, for the benefit of us, to the exclusive jurisdiction of the courts of Cyprus, for the settlement of any claim, dispute or matter arising out of or concerning this Agreement or its enforceability and you irrevocably waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

This Agreement is Version 1.0, as released and published on DD.MM.YYYY

ANNEX 1

JURISDICTIONS

**Alabama
Alaska
Arizona
Arkansas
California
Colorado
Delaware
Georgia
Hawaii
Illinois
Indiana
Iowa
Kansas
Maine
Massachusetts
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
New Mexico
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
West Virginia
Wisconsin
Wyoming**