

## **Affiliate Program Terms and Conditions – PlayToro Partners February 7th, 2021**

Detailed below are the complete Terms and Conditions ("Agreement") for participating as an Affiliate of JMI Corporation Ltd. ("**Company**"). By signing up or logging into our affiliate program, you explicitly agree to all the Terms and Conditions and their application upon you. Please read this Agreement carefully and diligently, by submitting the application form and/or further cooperation with the Company and/or any of its platforms, you hereby agree to be bound to the Terms and Conditions set out in this agreement.

### **1. Parties; Definitions**

**"Agreement"** – the Affiliate Program Terms and Conditions to which you are hereby bound to, on the basis of and in accordance with the Companies policies and these Terms and Conditions.

**"Affiliate"** – The Entity that applied for participating in the Company's Affiliate program (the "Program"), agreed to all these Terms and Conditions and has been approved by the Company, in writing, as a participant in the Program. It is hereby clarified, for the avoidance of doubt that the Company approval shall only be valid and binding if given after the submission of these signed Terms and Conditions by the Affiliate and the delivery of the same, signed by the Company. The Affiliate shall not be entitled to any payment of any sort, under any law, legal doctrine or otherwise, prior to the fulfillment of the terms herein, explicitly and specifically, the execution of these Terms and Conditions with respect to the Affiliate, by the Company.

**"Affiliate Services"**: The advertising and promotional services performed by the Affiliate under this Contract, including but not limited to any Affiliate Websites and mobile or desktop applications which shall be used by the Affiliate for any and all specific electronic devices.

**"Applicable Laws"**: Any and all legislation which the Company shall be bound to, on the basis of its licensing issued by the Malta Gaming Authority ("MGA"), United Kingdom Gambling Commission ("UKGC"), Danish Gambling Authority ("DGA"), Swedish Gambling Authority ("SGA"), Spanish Gaming Authority ("DGOJ").

**"Business Day"**: A day other than a Saturday, Sunday or a public holiday in Malta.

**"Commencement Date"**: Has the meaning set out in Section 2

**"Confidential Information"**: Has the meaning set out in Section 9

**"Commission"**: The payments due to the Affiliate from the Company under this Contract (which may comprise a percentage share of The Net Gaming Revenue, a Fixed Payment or a CPA Payment, or any combination of the same) for the introduction of new Player

**"Company Brands"**: All the brands of the Website and any website operated by a Group Company

**"Company Brand Keywords"**: A branded keyword, or a branded search, which includes the names of the Company (and/or a Group Company) and/or its business or brand.

**"CPA Payment"**: a one-off fixed payment to the Affiliate in respect of each new Player that meets the criteria agreed between the parties, for example a first-time deposit.

**"Company"** – JMI Corporation Ltd. The Company's website – Playtoropartners.com shall be referred to as the "Website".

**"Client"/"Player"** - A client of the company who was introduced to the Company by the Affiliate and was not previously listed with the Company in any way, as a client or as a lead.

**"Clearance Costs"** - shall include all fees paid by Company to third party companies for credit card clearance, money transfers, e-wallet, and any other payment methods, including (but not limited to) deposit fees and chargeback fees.

**"Default Commission Levels"**: the percentage share of Total Revenue set for Affiliates on registration which are, to be calculated on the basis of each level's indicated percentage:

- From 0-10 - First Time Depositors - 25% on NGR.
- Greater than 11 and up to 25 First Time Depositors - 30% on NGR.
- Greater than 26 and up to 40 First Time Depositors - 35% on NGR.
- Over 41 First Time Depositors – 40% on NGR.
- Sub Affiliate commission levels derived from any affiliates introduced to the Company by the Affiliate shall entitle the Affiliate to a standard rate of 2.5% from the monthly commission entitled to the introduced affiliate.

**"First Time Deposit"**: Initial payment and/or deposit made by the Client (deposits) in a casino account of the Website or the Company's Brands for the first time.

**"Fixed Payment"**: Also known as a tenancy or flat fee payment. This is an agreed fixed price payment (usually monthly or yearly) between the Company and Affiliate for specific positioning on the Affiliate's website (s) on the basis of a specified fee rather than on acquisition per new or existing Players, to be agreed between Company and Affiliate in the Insertion Offer.

**"Fraud Traffic"** means Deposits or traffic generated at the Site through illegal means or in bad faith to defraud the system, regardless of whether or not it actually causes us harm. Fraud Traffic includes but is not limited to Spam, false advertising and unauthorized use of any third-party copyrights or trademarks. Fraud Traffic also includes but is not limited to using commissions to solicit players and divulge or publicize what commissions have been agreed between us. Any offer to players that include a percentage of your affiliate commission is strictly forbidden and can lead to the closure of your account and the non-payment of revenues., as determined at our sole discretion, is strictly prohibited. Irregular Betting activity may include, but is not limited to, arbitrage betting or sure betting and we reserve the right to close any account suspected of such behavior and any revenues will be forfeited. Fraud also includes the staking or incentivizing of players in an attempt to get CPA paid as a result. All forms of this activity will result in affiliate commission not being paid. Additionally, CPA will not be paid for any incentive traffic and for any casino players encouraged using systems and methods such as the doubling system in casinos which is regarded as CPA abuse. Casino CPA will only be paid if the traffic sent to us is from real casino websites. For CPA to be paid the traffic must not be Bonus seekers and there should be no personal relationship whatsoever between the affiliate and the players. An affiliate can under no circumstances deposit and play under his own affiliate CPA or Revenue Share account. To be clear, the use of one's own affiliate tracker to deposit and play is strictly forbidden.

**"Fraud Costs"** shall include all costs caused to Company due to fraud attempts made by Affiliate's Clients.

**"Group Company"**: any company owned and operated by JMI Corporation Ltd and/or any companies affiliated to it.

**"Intellectual Property Rights"**: Has the meaning set out in Section 6

**"Incentives Costs"**: shall include all bonuses and compensations paid by Company to the Affiliates Clients as part of the sales process.

**"Hybrid Structure"** is a combined structure of advertising revenue and CPA. The affiliate gets a monthly payment at the end of each calendar month based solely on our system's data.

**"Insertion Order"**: the written document provided by the Company to the Affiliate and which shall be agreed by the Affiliate which shall include the commercial terms between the Company and Affiliate.

**"KYC Documents"**: any and all documents which may be requested by the Company from the Affiliate and/or any third party connected to the Affiliate for the purpose of on-boarding of the Affiliate and/or a Client to the Company's brands, as well as any documents which may be required from third parties for the purpose of settling the Affiliate with any fees due.

**"Net Loss"**: a negative Net Revenue figure.

**"Net Revenue"**: the amount wagered by a Player through the Website less a) Player winnings; b) charges levied by electronic payment organisations; (c) bad debts; (d) monies attributed to fraud; (e) returned stakes and void bets; (f) transactions which are reversed by instruction from the card-holder's bank (commonly referred to as "Chargebacks"); (g) the cost of credits, promotional plays or reward points provided to Players; (h) monies paid out in the form of mandatory betting duties (including remote gaming duty) or taxes or other mandatory statutory deductions or mandatory payments to licensing authorities; (i) amounts paid to platform operators; and (j) amounts charged for third party content featured on the Website(s).

**"Program Policies"**: Shall mean the Program Policies, which may be amended and/or changed and/or cancelled by the Company with a 24 hours prior notice and at its sole discretion, as published by the Company on its Website or such other URL as the Company may provide from time to time and/or by a notification provided directly to the Affiliate through the use of an electronic transmission. The Program Policies shall supersede the provision of the Terms and Conditions contained in this Agreement.

**"Spam"**: means emails and messages that are sent by you, directly or indirectly, which: 1), contain false or misleading statements; 2), do not truthfully identify the source or the originating IP Address; or 3), do not contain an online and real time Remove option - for the avoidance of doubt, any affiliate who intends mailing for traffic must contact his account manager within 7 days of opening an account to get our rules on mailers and to make sure he/she will be compliant in regulated markets. Failure to get approval for mailer traffic will result in getting your account blocked and any payments withheld.

**"Terms and Conditions" ("T&C")**: reference made to these Terms and Conditions and any of the provisions stipulated in this Affiliate Program.

**"Total Revenue"**: The complete revenue wagered by a Player through the website covering deposit and play across the casino.

**"Website(s)"**: means any website owned, hosted, operated and/or controlled by the Company including any tablet, mobile or app versions and any 'white label' website.

## 2. **This Agreement**

- 2.1. By submitting an application to become an affiliate of the Company, the Affiliate makes an offer to the Company to be bound by this Contract.
- 2.2. The offer is deemed to be accepted at the time the Company expressly informs the Affiliate in writing or on the telephone that it has been accepted at which point and on which date the Contract shall come into existence (the “**Commencement Date**”).
- 2.3. The Company reserves the right to perform background checks and request information as set out in the KYC Document.
- 2.4. The Company reserves the right to refuse any application at its discretion and without giving reasons.
- 2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Affiliate seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6. These Conditions may be amended by the Company at any time. The amended Conditions shall be deemed to form a new Contract between the Affiliate and the Company and will supersede all previous terms and conditions. The Affiliate is deemed to have accepted the new Conditions if they continue to provide the Affiliate Services.

## 3. **Responsibilities of the Affiliate**

- 3.1. The Affiliate will abide by the marketing guidelines of the Company as shown on the Website and will use its best efforts and shall devote reasonable amounts of its time, personnel and resources to promote and market the Website and the Company's Services on the Internet for the sole purpose of referring potential Players (“**Leads**”) and which were referred either with a specific tracking parameter of the affiliate company hereinabove or no tracking parameter at all to the Company.
- 3.2. It is hereby clarified that the Company will have sole and absolute discretion with regard to the acceptance of any Client and/or its contractual arrangements with the Company. The Company shall have sole discretion to refuse and/or to accept any Player and/or deny service to any Player and/or change or terminate its relations with any player without explanations. Affiliate shall not be entitled to any payment, commission or other consideration except as specifically determined herein.
- 3.3. Notwithstanding anything to the contrary, any Deposits which were accepted by the Company and have been considered fraudulent will be deducted from any calculation of the total deposits brought by the Affiliate and will not be considered as part of the compensation paid to the Affiliate.
- 3.4. The Affiliate undertakes the responsibility to provide accurate and timely information as required by the Company to enter into these Terms and Conditions and/or to provide the Services; and observe all applicable laws, statutes, regulations, directions and codes and compliance instructions including without limitation, intellectual property law.

- 3.5. The Affiliate shall inform the Company immediately of any claim or complaint that may reasonably lead to a claim, demand or liability against the company, its officers or any of the Company's related entities known to the Affiliate. The Affiliate further undertakes to furnish any report or information required by the Company to it, including with regards to the Affiliate's activity, expenses, methods and performance, without limitation.
- 3.6. The Affiliate shall not give any presentation or warranty in the name of the Company and may not oblige the Company in any way or make any representation regarding the Company, without the prior written approval from the Company.
- 3.7. All Creative and/or marketing and/or promotional materials used by the Affiliate, in relation to the Company, must be approved by the Company, by a written prior consent and shall be used solely for the purpose of promoting the Company's Websites.
- 3.8. E-mail marketing or promotions with respect to the Company, shall be executed by the Affiliate with accordance to the applicable law and the commercial customary way, including any restriction regarding the use of "spamming", and enabling the use of "unsubscribe" options and interfaces.
- 3.9. have an effective and enforced zero tolerance policy towards modern slavery and human trafficking in its business and supply chains and will immediately report any incident to the company;
- 3.10. Without limiting the above obligations in any way, the affiliate shall:
  - (a) Ensure that it has the appropriate, freely given, specific, informed and unambiguous consents required to promote the affiliate services to any individual and to provide at the affiliates' cost copies of any such consents that the company may request from time to time;
  - (b) Do not send spam emails, text messages, whatsapp messages, telegrams or other communications whether electronic or otherwise;
  - (c) Not actively target persons under the age of 18 or persons located outside the jurisdictions permitted on the company's website;
  - (d) Not promote the affiliate services to any individual on any suppression list supplied by the company from time to time;
  - (e) Not offer the affiliate services on websites providing unauthorized access to copyrighted content or on those known to contain defamatory, discriminatory, obscene, unlawful, pornographic or other socially unacceptable content and to use market leading ip infringement and ad monitoring software accordingly;
  - (f) Not mislead individuals in any way (including the affiliate holding itself out as a tipster or making false attributions) and to ensure that it is clear to any individual that the affiliate services and advertising is being promoted by the affiliate and not by the company;
  - (g) Include reference to gambleaware.co.uk, "18+ only" and "terms and conditions apply", ensure that significant terms, commitments, limitations and qualifications are clearly stated and ensure that there are appropriate opt-outs for all affiliate services;
  - (h) Not include a child or young person or feature anyone who seems to be under 18 in any of the affiliate services; and
  - (i) When promoting the Company's Brands and Website in the United Kingdom Affiliate must indicate "Gambling can be addictive. Play

responsibly and/or any responsible gaming message, provided such has been approved in writing by the Company. In addition, when promoting the Company's Brands, Affiliate shall: (a) Make sure that any social media advertisement which is paid or sponsored shall be targeted to designated potential Players which are of 25 years of age or older. (b) It shall perform reasonable endeavors to allow potential Players to exercise a cool-off period from the Affiliate's sponsored or paid social media advertising. (c) Make sure that any publications made by the Affiliate on social video platforms shall be restricted for Potential Players of 18 years or older. (d) Publish 1 post related to "Responsible Gaming" for every 2 marketing posts published on social media channels. (e) Not publish the Company's Website or Brands on the "Twitch" streaming platform (www.twitch.tv). (f) You are not allowed to market our brands on any copyright infringing websites providing unauthorized access to copyrighted content. You are obligated to ensure that none of our brands are advertised on any of the websites/pages included in the Infringing Website List (IWL). The list will be updated 1st of each month and as such you are expected to download the list at least once a month to ensure they have the most up to date domain list. [See IWL list here](#)

- (j) Comply with all guidance from the company on all regulatory and brand protection matters. In particular, the company may at any time require the affiliate to cease using any particular method or channel of providing the affiliate services.

#### **4. Additional Obligations of the Affiliate**

4.1. the affiliate warrants, undertakes and represents that it will not:

- (a) Publish any information which is defamatory, discriminatory, obscene, unlawful or which is sexually explicit, pornographic or otherwise distasteful;
- (b) Offer or agree to give any person any gift or other consideration which could act as an inducement or reward for any act or failure to act connected to this contract;
- (c) Use metatags, code or any other materials which infringe the intellectual property rights of any third party;
- (d) Register as a customer of the company itself or permit any employees, workers, contractors or agents of it to register as a customer of the company;
- (e) Do anything which may give rise to a risk of confusion between the affiliate and the company;
- (f) Engage in any practice which may be considered deceptive, malicious, harmful, intrusive or a nuisance such as altering browser home pages without informed consent, supplying or downloading software which does not function as advertised, installing software covertly or using multiple or forced pop-up screens;
- (g) Other than as contained in the company materials and for the purpose of performing the affiliate services, use the names, logos, trade marks, slogans or any other intellectual property owned or used by the company;
- (h) Conduct any inappropriate use of software for the Affiliate's financial gain;
- (i) Interfere with paid search or use third party keyword advertising systems.
- (j) Affiliate shall not perform any pay per click ("**PPC**") Campaigns on behalf of the Company and shall not publicize any of the Company's Brands or

Website through the use of a PPC campaign. In addition, Affiliate shall not target (a) Company's existing Players (b) shall not target any Players from the Company's groups existing on Company's various social media pages (c) any potential Players via the use of email, SMS or Whatsapp messaging services.

- (k) Affiliate shall not utilize any "Search" words, triggers, phrases, comments which are and/or may be in contrast with these Terms and Conditions and/or of the Company's policies.

## **5. Company's Obligations**

- 5.1. Company shall perform all endeavors to cooperate with the Affiliate in good faith and to offer its Players with an operational Website.
- 5.2. Company shall provide Affiliate with any of Company's Creative information as defined below as well as any additional information which the Company may consider needed for the Affiliate for the provision of the Affiliate Services.
- 5.3. Company shall protect any Affiliate and Player from unauthorized usage of the Website and/or from any usage that is not in accordance with the Company policies.
- 5.4. Provide the Affiliate with online and offline support (if possible) to resolve any issued and/or system errors that might be experienced by the Affiliate and/or the Player.
- 5.5. Treat All Affiliates fairly and with respect.
- 5.6. Track all Player's usage and activities on the Company's Websites referred by the Affiliate.
- 5.7. The Company shall provide the Affiliate with an internal system account to review the tracking of all Players activities which have been referred by the Affiliate.
- 5.8. Company shall pay Affiliate in accordance with the terms of this Agreement and in accordance with the terms which have been agreed with the Affiliate in advance for any Players referred to the Company's Websites.
- 5.9. The Company is not responsible for any material posted on forums. Company reserves the right to edit or delete material submitted to the forums but does not assume any obligation to do so. You agree that you will not submit or otherwise publish through our forums any content which: (a) libels, defames, invades privacy, or is obscene, pornographic, abusive, or threatening; (b) infringes any intellectual property or other right of any entity or person, including, but not limited to, violating anyone's copyrights or trademarks; (c) violates any law; (d) advocates illegal activity; or (e) advertises or otherwise solicits funds or is a solicitation for goods or services. Company does not make any warranty that the website is free from infection from viruses; nor does any provider of content to the site or their respective agents make any warranty as to the results to be obtained from use of the site.

## **6. Company's Intellectual Property**

- 6.1. The Affiliate may display the Company logo, trademarks and any other creative provided by the Company (all shall be referred to as the "Creative"), on the

Affiliate Websites, solely for the purpose of marketing and promoting the Company and the Company services during the term of these Terms and Conditions, or until such otherwise instructed by the Company. It is clarified that the Affiliate shall have no right to any of the Creative provided by the Company or any derivative thereof.

- 6.2. Any usage, display or reproduction of the company names, trademarks, service marks, logos, imagery and other content shall be done under the terms of this Agreement only and shall be subject to the terms and conditions set or amended from time to time by the Company, at its sole discretion.
- 6.3. For avoidance of any doubt this provision will remain valid only for the duration of this agreement.

## **7. Consideration; Term & Termination**

- 7.1. These Terms and Conditions shall be inure and binding indefinitely, as of the date on which the Company has approved the Affiliate by a written notice as described above.
- 7.2. Prior to the beginning of their business relationship, The Affiliate and the Company shall agree on an accepted pricing module that will be negotiated and concluded in the email communications between the Parties and/or by a dedicated Insertion Order that would be signed by the Parties. Such email communications if relevant shall be act as a decisive and undeniable proof of the Consideration and business terms agreed by the Parties.
- 7.3. The Commissions payable by the Company shall be calculated on a monthly basis and shall be paid by the 18th day of the consecutive month for which the commissions have been accrued. Any and all fees shall be paid for verified players which have been verified by the Company. Payments shall be made by the Company to the affiliate by form of a bank wire transfer, in accordance with the banking details provided by the Affiliate in Euro. In any case in which Affiliate is due for a payment of less than 250 Euro in a calendar month for the Affiliate's Services performed in accordance with these Terms and Conditions, Company may under its sole discretion to postpone the payment to the Affiliate for the following month and/or upon reaching the minimum settlement amount of 250 Euro.
- 7.4. CPA Payment will be made when the cumulative deposit amount and/or the minimum wager amount had been met, as outlined in the Affiliates Insertion Order.
- 7.5. **CPA Payment is void in case a new player (first-time deposit) is originated from Austria.** This new player originated from Austria will be exclude from the CPA payments calculations.
- 7.6. The Company reserves the right to void the CPA Payment if the Player's first deposit is more than six months from the date of registration.
- 7.7. The Affiliate waives explicitly any claim regarding the nature of this engagement, including partnership, joint venture, finder's fees, right to profits, enrichment, and any joint rights in any Client, any business activity, or the Company or otherwise.



- 7.8. Affiliate shall be solely liable for all costs related to the referred Clients. The Company shall not bear and shall be fully reimbursed for any Clearance costs, Incentives costs and Fraud costs, including any costs and expenses reasonably connected with the same (i.e. legal fees incurred when dealing with fraud shall be deemed reasonable Fraud Costs), incurred or spent by the Company or reasonably expected to be incurred or spent, even if not yet incurred or spent. All such costs, expenses and payments may be set off against any payment due and payable to the Affiliate or otherwise payable within 14 days. Failure to set off any payment shall not constitute waiver or cessation of such payment or deduction.
- 7.9. Any delay in payment by the Company shall not constitute material breach nor will incur any arrears unless a written notice has been given to the Company and the Company did not rectify and/or performed the payment due within 14 days.
- 7.10. We do not carry over a negative net balances reached on a monthly basis. With the following exception: If an affiliate/company has several accounts/usernames (Affiliate ID's), a negative carryover will be calculated in a company level. Nevertheless, no negative carryover still applies on a monthly basis to that affiliate/company accounts in a company level.
- 7.11. If within any given month, a Player generates a negative net win of at least 10,000 Euro ("High Roller") and the combined net win in the same month of the Affiliate shall be equal and/or higher than 2,000 Euro than the following shall apply, provided that both criteria shall be met, then the negative net win generated by the High Roller Player shall be carried forward and shall be offset against any future commissions entitled to the Affiliate for such High Roller Player. In addition, the following terms shall all be applied with respect to the negative net balance which shall be carried over (1) the negative balance shall only be carried and offset for any future net win generated to the Company solely by the specific High Roller and may not be deducted against any future net win generated by other Players (2) the negative balance shall not be greater than the total aggregate net win of the Affiliate in the given month. (3) in any case in which an Affiliate shall have more than one Player which shall be classified as a High Roller and shall have a negative net win balance carried over, any such carried balance shall be divided pro-rata with respect to each High Roller (4) any negative balance incurred by a High Roller shall be increased or reduced in accordance with any future actions made solely by such High Roller and in accordance with the outcome of the wins/losses generated by the High Roller on the Website.
- 7.12. At the end of each month and no later than the 10th of the consecutive month, the Company shall provide the Affiliate a report of the total commission which includes information regarding deposits and withdrawals as well as any refunds, chargebacks and voluntarily self excludes initiated by the users that have been provided by the affiliate to the company regarding the relevant month in which those deposits and withdrawals occurred. For the avoidance of doubts, the calculation of any commission reports may include refunds, chargebacks and voluntarily self excludes fees and/or fines from previous months as they shall be charged from time to time by the credit card processing providers and may be

- reflected in the calculation of any commission report of the Affiliate for such month.
- 7.13. The Company shall pay the Affiliate commissions prior to the 18<sup>th</sup> of the month for the preceding month. The performance of any Payment shall not be deemed as an admission by the Company to the Affiliate right to receive the same, in whole or in part.
- 7.14. All payments to the Affiliate are subject to Company internal verification policies, risk analysis considerations and Anti-Money Laundering procedures. The Company reserves the right to suspend or delay any payment and to demand and receive information about the Affiliate and to assess the Affiliate's activity. Such examination may be performed after payment has been exacted, without limitation, and Affiliate hereby waives any claim of reliance or change of position and shall not be deemed to have done so.
- 7.15. The books and records of the Company and the System shall be deemed, prima facie, as irrefutable evidence to their content and the Clients' activities.
- 7.16. THE COMPANY MAY WITHHOLD PAYMENT OF ANY COMMISSION IF IT HAS REASONABLE GROUNDS FOR BELIEVING THAT THE AFFILIATE HAS BREACHED ANY TERM OF THIS CONTRACT OR HAS ACTED DISHONESTLY. DISHONEST BEHAVIOUR MIGHT INCLUDE ENCOURAGING PERSONS TO REGISTER WITH THE COMPANY SOLELY FOR THE PURPOSE OF OBTAINING CPA PAYMENTS IN CIRCUMSTANCES WHERE THOSE PERSONS HAVE NO INTENTION TO DEPOSIT ANY MONEY WITH THE COMPANY.
- 7.17. The Company may also withhold payment of any Commission if it has reasonable grounds for believing that the payment of such Commission may cause the Company or the Affiliate to be in breach of any applicable laws, rules or regulations in any jurisdiction.
- 7.18. Notwithstanding the abovementioned, Company may terminate these Terms and Conditions, at any time, with or without cause, with a 24 hours prior written notice sent to the Affiliate.
- 7.19. **Consequences of Termination:** Upon expiration or termination of these Terms and Conditions:
- 7.19.1. The Affiliate shall immediately cease making any use of the Company's Intellectual Property, signs, symbols, names, trademarks and confidential information, and return any and all such material to the Company, evidencing the execution of this provision and compliance with the Terms of this Agreement, at the Company's sole discretion.
- 7.19.2. All rights granted to the Affiliate hereunder will immediately cease. Further, despite the aforementioned, In the event that these Terms and Conditions were terminated due to breach of these Terms and Conditions by the Affiliate or due to failure of the Affiliate to perform according to the Company's commercially reasonable instruction with regard to the execution of the Affiliate obligation described in these Terms and Conditions, then the Affiliate shall have no right to any consideration whatsoever, regardless of any funds owed to it for previous services provided to the Company.

## **8. Proprietary Rights**

8.1. All software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, Creative, websites, and any additional intellectual or other property used by or on behalf of the Company or otherwise related to the Company, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, "**Company Property**") shall be and remain the sole and exclusive property of the Company. Parties explicitly agree that Clients and potential clients contact details and information and any other information shall consist as the Company's Property and shall constitute Confidential Information as defined below in Section 9.

## **9. Confidential Information**

9.1. Confidential Information shall include, but shall not be limited to, any and all information associated with the other Party's business and not publicly known, including, the contents of these Terms and Conditions, specific trading information, technical processes and formulas, source codes, product designs, sales, costs, and other unpublished financial information, business plans and marketing data, is confidential and proprietary information, whether or not marked as confidential or proprietary. Parties agree that no Entity shall be entitled to use the database of Clients for purposes not related to these Terms and Conditions.

9.2. The commercial terms of these Terms and Conditions are confidential information of the Company, and the Affiliate shall not disclose them to any person, including after the termination of this Agreement for any reason. Affiliate warrants that he is aware that such disclosure will cause the Company substantial damages and without derogating of any right or remedy reserved for the Company in full, the Company shall be entitled upon such breach to an agreed compensation of 100,000 EUR.

9.3. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than by or to its employees, agents and subcontractors on a need to know; as required by any law, regulation, or order of any court of proper jurisdiction over the Parties.

9.4. Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of these Terms and Conditions; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of these Terms and Conditions.

9.5. The Affiliate shall keep secret, at all times, all customer lists, Leads, potential and/or prospective customer lists, names, addresses and other information regarding customers, leads and prospective customers of the Company.

**10. DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY**

10.1. THE COMPANY MAKES NO WARRANTIES HEREUNDER, AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE COMPANY'S SERVICES. WITHOUT LIMITING THE FOREGOING, THE COMPANY FURTHER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, THAT THE COMPANY'S TRADING PLATFORMS DO NOT INFRINGE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY IN ANY JURISDICTION. THE AFFILIATE UNDERSTANDS AND AGREES THAT THE PLATFORMS MAY NOT SATISFY ALL OF THE CLIENT REQUIREMENTS AND MAY NOT BE UNINTERRUPTED OR ERROR-FREE. THE AFFILIATE UNDERSTANDS AND AGREES THAT THE COMPANY'S SERVICES ARE BASED ON INTERNET AND COMMUNICATION NETWORKS AND RELY PARTLY ON THIRD PARTY SERVICES, WHICH ARE NOT UNDER THE CONTROL OF THE COMPANY. THE COMPANY'S SERVICES MAY NOT BE FREE OF MALFUNCTIONS AND THE COMPANY SHALL NOT BE LIABLE IN ANY WAY IN SUCH EVENTS. THE COMPANY SHALL HAVE NO LIABILITY WITH RESPECT TO THE SERVICES PROVIDED BY THE COMPANY AND THE TRADING PLATFORMS OR ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE COMPANY LIABILITY TO THE AFFILIATE UNDER FOR ANY REASON WILL BE LIMITED TO THE LOWER OF (1) AMOUNTS PAID TO AFFILIATE BY THE COMPANY DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES; OR (2) 500 EURO PER EACH MONTH IN WHICH THIS AGREEMENT HAS BEEN IN FORCE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

**11. Indemnification**

11.1. The Affiliate agrees to indemnify, defend and hold harmless the Company, its directors, officers, employees, subcontractors and agents thereof (collectively, **the "Indemnified Party"**), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of Affiliate's breach of any representation, warranty, obligation or covenant under these terms and conditions; or Affiliate 's negligence or willful misconduct; or any warranty, condition, representation, indemnity or guarantee relating to the Company granted by the Affiliate to any third party.

## **12. General**

- 12.1. **Force Majeure:** If the performance of any part of these Terms and Conditions by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, war, act of terror, strike, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to these Terms and Conditions), labor disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.
- 12.2. **Independent Contractors:** The Parties to these Terms and Conditions are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. These Terms and Conditions shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 12.3. **Notice:** Any notice, approval, request, authorization, direction or other communication under these Terms and Conditions shall be given in writing and shall be deemed to have been delivered and given for all purposes on the delivery date if delivered personally or by e-mail to the Party to which the same is directed; after two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or after five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.
- 12.4. **No Waiver:** The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of these Terms and Conditions or to exercise any right under these Terms and Conditions shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such

- provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.
- 12.5. **Entire Agreement:** These Terms and Conditions, including all Schedules hereto, set forth the entire agreement and supersede any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. No amendment or modification of any provision of these Terms and Conditions shall be valid unless set forth in a written instrument signed by both Parties.
- 12.6. **Assignment:** The Affiliate shall have no right to assign or otherwise transfer these Terms and Conditions, or any of its rights or obligations hereunder, to any third party without The Company's prior written consent, to be given or withheld at the Company's sole discretion.
- 12.7. **Applicable Laws and Jurisdictions:** These Terms and Conditions shall be governed, construed and enforced in accordance with the laws of Malta. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to these Terms and Conditions may be brought and prosecuted only in a court of law in the territory of Malta, and by execution of these Terms and Conditions each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum. Despite the aforementioned, The Company shall hold the ability to bring legal proceedings against the Affiliate in the Affiliate's place of residence, immediately and without prior arbitration, in relation to any funds owed by the Affiliate to the Company or any other breach of these Terms and Conditions. In such case, the governing law can be, according to the company's decision.
- 12.8. The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the parties fail to agree upon terms of settlement, either side may submit the dispute to arbitration proceedings by a sole arbitrator under the ICC ADR Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for ADR or within such other period as the parties may agree in writing, the parties shall have no further obligations under this paragraph. The arbitration proceedings shall be conducted in English, in Belize or another place agreed by Parties. Without derogating of the provisions of article 12.7 above, this clause explicitly sets exclusive jurisdiction to said arbitration process, and neither Party shall be entitled to submit any dispute to the courts of its domicile prior to the exhaustion of said arbitration process.
- 12.9. **Setoff; Lien:** Affiliate hereby waives any right of lien and setoff with regards to the Company. Affiliate expressly acknowledges that Company may set off any payments due to it.
- 12.10. **Survival:** Sections 5 through 11 (inclusive) shall survive the termination or expiration of these Terms and Conditions.

# **Affiliate Program Marketing Policy & Guidelines – PlayToro Partners**

Last updated: 24.01.2021

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## **1.Introduction**

PlayToro Partners Marketing Guide is designated to outline the regulations requirements that PlayToro Partners affiliates have to comply with in order to advertise its brands. Those guidelines will be revised in compliance with the regulations of each license PlayToro Partners holds, namely:

- UKGC (United Kingdom Gambling Commission)
- MGA (Malta Gaming License)
- Spelinspektionen (Swedish Gambling Authority)
- Spillemyndigheden (Danish Gambling Authority)
- DGOJ (Spanish Gambling Authority)

Should you have any questions about the guidelines, restrictions, or in doubt regarding your obligations, please contact your affiliate manager at [affiliates@playtoropartners.com](mailto:affiliates@playtoropartners.com).

## **2.General Guidelines**

## 2.1 Age Restrictions

- Advertising to minors is strictly prohibited in any form and capacity. If this is undertaken in any form, your account will be terminated. Affiliates are not allowed to place any tracking Links, banners or creatives in any fashion on pages of the affiliates website aimed at persons under the age of 18 years or otherwise target, whether directly or indirectly, such persons for gambling-related services.
- Gambling advertising must not appeal to minors in any way. This includes both the messaging and especially the imagery used. Examples include the use of games named after popular children's fairy tales, books, TV series and movies for promotional purposes.
- Under no circumstances are minors to be featured in advertising.

Affiliates must place in all promotional material both the 18+ logo, and for the UK – also begambleaware.org logo. These logos must be placed in the following:

- Website footers
- Social media cover Images
- Social media - in all posts, cover photos and “about” sections
- Affiliate ads and banners of all types and sizes.
- In selecting media, affiliates must take appropriate steps when planning their campaigns to understand the likely audience of media where they intend to place ads. They should also take steps to exclude under-age groups from an audience where tools to do so are available.

## 2.2 Marketing Restrictions

You must make sure that information published in relation to PlayToro Partners' brands, must meet the following criteria:

**2.2.1 Player reviews.** If your website allows people to review products or services, you should publish all genuine, relevant, and lawful reviews. You should also make sure that your processes to collect, moderate and publish reviews do not hinder this.

### **2.2.2 Misleading advertisement.**

- Misleading advertising, especially advertising that contains inaccurate statements regarding the chances of winning or the type and amount of the prizes, is prohibited.
- Affiliates must make sure that all offers that are used in their ads are up to date. Promoting an expired offer is considered a misleading advertising. It is affiliate's responsibility to update all offers once communicated by the Affiliate Manager. Failure to comply will result in account closure. Updating an offer includes:
  - The actual offer itself
  - Significant Terms
  - Any review pages created on the brand in question



2.2.4 **Advertising Games Results.** In advertising, the results of games of chance must not be presented as capable of being influenced by the player.

2.2.5 **Excluded Players.** You must undertake reasonable endeavors to exclude customers with an active self-exclusion or cool-off period from its paid campaigns. Contact the Affiliate Manager via [affiliates@playtoropartners.com](mailto:affiliates@playtoropartners.com) to learn what you can do to comply with this requirement.

2.2.6 **Socially Responsible Advertising.** Our affiliates agree to promote our brands in a socially responsible manner, by complying with the industry's regulations, codes of practice and guidelines to ensure that all Advertising of our brands, games, and associated promotions is clear, transparent, and not misleading. It extends and is not limited the following:

- Must not encourage anti-social behavior (this includes portraying gambling with the consumption of alcohol).
- Must not suggest that gambling can be a resolution to social, educational, personal, or professional problems.
- Must not suggest that gambling can be an alternative to employment, a solution to financial concerns or a form of financial investment (e.g. "A life-changing win!").
- Must not portray gambling as Socially Attractive.
- Must not portray gambling in a context of toughness or link it to resilience or recklessness.
- Must not portray gambling as indispensable or as taking priority in life, for example over family, friends or professional or educational commitments.
- Must not suggest peer pressure to gamble or disparage abstention from gambling (e.g. "Play Now!" "What are you waiting for?" "Hurry Up!" and similar messaging).
- Must not suggest that skill can influence the outcome of a game that is purely a game of chance.
- Must not exploit cultural beliefs or traditions about gambling or luck.
- Must not suggest that solitary gambling is preferable to social gaming (e.g. "Bored at home? Play with us!").

#### 2.2.7 **Custom Creatives**

Any creatives used to promote the Brand must be taken from the Affiliate Account. It is not allowed to use any custom creatives. The usage of own creatives may lead to affiliate account suspension. This is to ensure that we can safeguard everybody's interests with your Communication(s) being legally compliant.

#### 2.2.8 **Domain Names / URLs**

It is not allowed to register any domain names which include either of PlayToro Partners brands names. Any Affiliate who registers domain names in breach of this rule will have their account suspended pending an investigation.

## 2.3 Marketing Channels

### 2.3.1 PPC Campaigns

- Any search advertisement must clearly contain 18+ messaging in the ad copy. For the UK market the message must also include safer gambling messaging within the core ad format. The safer gambling message can be "Play Responsibly" which is short and simple. It's possible to use a different responsible gambling message (subject to approval with your Account Manager).
- In case you are running PPC campaigns in search engines, you are required to ensure that no gambling advertising will be served against the keywords included in the enclosed "Industry wide negative keyword list".

### 2.3.2 Social Media

- Facebook and Twitter have their own guidelines regarding the advertising of gambling products. For example, if promoting gambling through a Twitter handle, an 18+ statement (or 21+ in some jurisdictions) must be included in your bio.
- Any sponsored or paid ads must target the audience of 25 years old and up. This is done to prevent minors from seeing gambling content as social networks cannot prove they can fully block this type of users from gambling ads.
- Any links posted by Affiliates on Facebook, Twitter and other relevant social media channels, links to the Affiliate's own website in the first instance, which in turn should contain links to PlayToro Partners website. It must be clear that the social network that a player visited does not belong to PlayToro Partners and is not the official channel of our Brands.

### 2.3.3 YouTube

Organic YouTube content and/or your own YouTube channels must be age-restricted to 18+ to ensure users log in to age-verified accounts in order to view content.

### 2.3.4 Mobile Apps

Any Affiliates who are releasing apps into the app store must ensure that the app name does not feature any of PlayToro Partners brand names. Any Affiliate found to have released an app including any brand name, will be asked to remove the app immediately and may result in account termination.

### 2.3.5 Push Messaging

Due to the limited amount of space in push messages, it is not allowed to add any offer details as there is no space for terms and conditions. Message text needs to be clear and generic.

#### ***Compliant Example:***

"New customer offer at PlayToro - View Here for Full Details. T&C's Apply."

**Non-Compliant Example:**

"Get started at PlayToro with a 100% Welcome Bonus, plus get 25 Spins on Top!"

**2.3.6 SMS**

- SMS must contain an opt-out option and include details to opt-out.
- Each SMS must contain the following text:  
18+, Ts&Cs Apply

**2.3.7 E-mail**

- Each e-mail must be approved by your Account Manager before it goes out to players.
- Mailer banner must have text "Read Below for Ts&Cs" and full Promo T&C's must be added on the bottom of the mailer
- Mailers must have 18+ icon, and a text line "Always Play Responsibly"

**2.4 Content Restrictions**

It's not allowed to use misleading words in the ads, such as "Risk Free", "No Risk", "Safe bet", "Free Money", "No lose", "Extra Money". It must be clearly stated that what players receive is a bonus.

**2.5 Design Restrictions**

No child appealing or overtly sexual images/game images are allowed on any Acquisition marketing/ The logged-out casino website and Partner affiliate sites.

**2.6 Market Restrictions by License**

**2.6.1 Marketing Restrictions in the UK (UKGC)**

**\* Regulations Logos**

All marketing materials (including affiliate website, mailers, banners) must include the following logos:

- 18+
- Gambling Commission (linked to <https://www.gamblingcommission.gov.uk/>)
- BeGambleAware.org (linked to <https://www.gambleaware.co.uk/>)



These must be clearly visible on marketing offers. They must not fade into the background or be too small to see. 18+, BeGambleAware.org

#### **\* Content Restrictions**

- **Urging / Pushy Statements** - It is forbidden to use any urging statements such as “play now” or “play immediately”, “Bet Now”, “Start Playing”, Try Now”, “Play”, “Bet”. Call for action buttons should say “Register” or “Read More”.

- **Statements of promising nature** - Forbidden: Statements of a promising nature for example "This may be your chance to win big! Are you ready?!", "Try your luck in our casino!" and “Don't miss any of it, do not miss your bonus as a new player”

#### **\* Promotional Terms and Conditions (T&C's)**

Whenever there is an offer and a Call-To-Action leading to PlayToro Partners brands, it must contain significant terms and conditions of the promotion in full.

It's a must to use all T&C's in full as it's provided by your Account Manager and cannot be altered in any way without prior written approval of your Account Manager.

In case the space is very limited (e.g. the offer is presented on a small banner), it's a must to make sure that the banner has the phrase “Ts&Cs Apply” and when a player clicks on it, he will be landed on an appropriate landing page where full promotional terms and conditions are stated (promotional T&C's in this case have to be not more than one click away from the offer itself).

It is forbidden to direct players from the banner that does not have full promotional T&C's stated, directly to the registration form.

#### **\* E-mails**

Along with the regular requirements for e-mail campaigns, e-mails going out to UK players must contain the following icons:



### 2.6.2 Marketing Restrictions in Germany

#### **\* Content**

- **Restricted Words** - The use of the term's "casino" or "casino games" is not permitted in connection with the organisation and sale of virtual slot machine games or in advertising for such games
- You can't have the word 'casino' written in a different format, e.g Kasino, Qasino, Cesino, C@asino. Any wording similar to the word will be completely prohibited.

- **Copyrighted content** - You are not allowed to market our brands on any copyright infringing websites providing unauthorized access to copyrighted content. You are obligated to ensure that none of our brands are advertised on any of the websites/pages included in the Infringing Website List (IWL). The list will be updated 1st of each month and as such you are expected to download the list at least once a month to ensure they have the most up to date domain list. [See IWL list here](#)

#### \* **Design**

- **Table Games Elements / Jackpots** - Any images / creatives cannot contain any elements related to table games, such as: roulette, blackjack tables / elements, any kinds of live casino, jackpots games, jackpot amounts/total jackpot amounts.

#### \* **Marketing**

- **Restricted Regions** - We are not allowed to target Schleswig-Holstein state in Germany.
- **Restricted Games** - Live Casino/Table Games/Jackpot Games are no longer permitted (i.e. Blackjack, Roulette, Baccarat, Live Casino games in general etc').
- **Logo / Tagline** - Brand logo and / or tagline cannot contain the word "Casino" or any similar spelling of this word (Kazino, Kasino, etc).
- **Ads on TV, Radio, Internet** - It's not permitted to run this type of ads between 6 a.m. and 9 p.m.
- **Advertising Winnings**. Games of chance must not be presented as a solution to financial problems.
- **Advertising Games Results**. In advertising, the results of games of chance must not be presented as capable of being influenced by the player

#### 2.6.3 Marketing Restrictions in Sweden (Spelinspektionen):

#### \* **Content**

- **Urging / Pushy Statements** - It is forbidden to use any urging statements such as "play now" or "play immediately" "Bet Now", "Start Playing", Try Now", "Play", "Bet". Call for action buttons should say "Register" or "Read More".
- **Statements of promising nature** - Forbidden: Statements of a promising nature for example "This may be your chance to win big! Are you ready?!", "Try your luck in our casino!" and "Don't miss any of it, do not miss your bonus as a new player".
- **No marketing / pushing / incentivizing** - We must make that **we do not market in any form to the Swedish Market**. You cannot use any marketing or content that would entice a player to deposit.
- **Attracting attention** - Must not use any kind of intrusive marketing that is intended to attract particular attention.

Examples:

- pop-ups and take-over adverbs which covers the entire screen of the website and where the consumer must actively remove the advert in order to be able to access the

content.

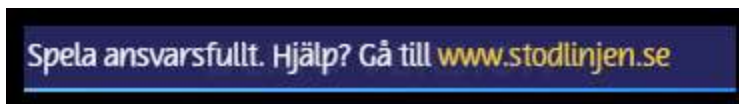
- Claims like "Are you looking for excitement?" followed by the button "Yes God dammit"
- and "HELLO!?! NEW CASINO!" followed by the button "You are likely to try"

#### \* **Marketing**

- **No Offers Market** - We must make that we do not market in any form to the Swedish Market. You cannot use any marketing or content that would entice a player to deposit.
- **Fast Payouts or similar statements** - We cannot have any references to "Fast Payout" or similar statements.

#### \* **Logos**

- Spela ansvarsfullt. Hjälp? Gå till [www.stodlinjen.se](http://www.stodlinjen.se) - as a hyperlink



### 2.6.4 Marketing Restrictions in Denmark

#### \* **Content**

- **Word "Gratis" (Free)** - Make sure the word "GRATIS" does not appear on any marketing offer. If a deposit is required to get free spins or a bonus...then the offer is not free.

#### \* **Marketing**

- **Stop.Spillet Icon** - Stop.Spillet - The Stop.Spillet logo should not be altered in any way (design/color etc.) <https://prnt.sc/v7phz1>
- **ROFUS Icon** - Website and Mailers must contain the ROFUS icon - Danish Gambling Authority's register of self-excluded persons <https://prnt.sc/v7qwdv>

#### \* **Marketing Offers on Different Mediums**

- **Large Banners - Landing Pages/Home Page/ Welcome Offers, Own Websites/ Social Media Pages - 18+, Stop.Spillet , Rofus, Significant Ts&Cs.**  
**Option1** : If you prefer to include the respective logos of ROFUS & StopSpillet, the DGA requires that a short description of the logos as to what each organization offers/does. The Stop Spillet and Rofus logo should not be altered in any way (design/color etc.).  
**Option 2**: If you do not want to add the logos, you can use the following: Begræns Onlinespil | rofus.nu - Hjælpepinje | StopSpillet.dk +45 70222825. These need to be hyperlinked.

- **SMS** - 18+, V&B gaelder, SMS Opt Out Details
- **Push Notifications** - V&B gaelder
- **Mailers** - 18+, Stop.Spillet, Significant Ts&Cs. If a player has to scroll right to the bottom to see the significant Ts&Cs for an offer, please add "Read Below for Ts&Cs" below the deposit/play now CTA button in the body of the mailer.  
Logos at the bottom of the mailer:  
Option 1: If you prefer to include the respective logos of ROFUS & StopSpillet, the DGA requires that a short description of the logos as to what each organization offers/does. The Stop Spillet and Rofus logo should not be altered in any way (design/color etc.).  
Option 2: If you do not want to add the logos, you can use the following: Begræns Onlinespil | rofus.nu - Hjælpe linje | StopSpillet.dk +45 70222825. These need to be hyperlinked.
- **Pay Per Click Ads** - 18+, V&B gaelder

#### \* **Logos**

- These must be clearly visible on all marketing offers, in mediums considered to be of unlimited space. The mediums considered of unlimited space are Own Websites/Mailers/Social Media Pages. They must not fade into the background or be too small to see:



### 2.6.5 Marketing Restrictions in Spain

#### \* **Marketing**

- **juego seguro Icon** - Any marketing materials presented to players must contain a "play responsibly" icon - juego seguro logo <https://prnt.sc/v7qwnr>
- **Large Banners - Landing Pages/Home Page/ Welcome Offers Banners** - 18+, Juego Seguro Significant Ts&Cs "Bono sujeto a condiciones" Bonus Policy Link.
- **SMS** - 18+, Bono sujeto a condiciones, SMS Opt Out Details.
- **Push Notifications** - Bono sujeto a condiciones.
- **Pay Per Click Ad** - 18+, Bono sujeto a condiciones.
- **Mailers** - 18+, Juego Seguro, Significant Ts&Cs, Bono sujeto a condiciones incl Bonus Policy Link. If a player has to scroll right to the bottom to see the significant Ts&Cs for an offer, please add "Read Below for Ts&Cs" below the deposit/play now CTA button in the body of the mailer.
- The logos below must be added to all mailers:



\* **Logos**

- These must be clearly visible on marketing offers. They must not fade into the background or be too small to see.

