

Terms & Conditions

This is an agreement (“Affiliate Agreement”) between you (“you” or “Affiliate”) and Onwin365 Partners. By applying to the (“Affiliate Program”) of Onwin365 Partners and by agreeing with the “Terms and Conditions”, you (“The Partner”) accept all the conditions described in the agreement.

1. DEFINITIONS

1.1. “Affiliate”: means you, the person or entity, who applies to participate in the Affiliate Program.1.2. “Affiliate Account” means the Technical Platform account set up by the Company based on the information provided by the Partner in the application form.1.3. “Affiliate Account Manager” means any employee of the Company authorised to manage the business relationship between the Company and the Partner..1.4. “Affiliate Agreement” means all the terms and conditions set out in this document, the terms and conditions of the Commission Structures applicable to the different products and brands, and any other rules or guidelines of the Company and/or Websites made known to the Affiliate from time to time.1.5. “Affiliate Application” means the application made by the Affiliate to participate in the Affiliate Program.1.6. “Affiliate Program” means an agreement in which a Company pays the affiliate a commission for sending traffic and/or sales their way.1.7. “Affiliate Website” means any website which is maintained, operated, or otherwise controlled by the Affiliate.1.8. “Brand” means Onwin365365.com which currently operate under Onwin365partners 1.9. “Commission” means the percentage of the Net Gaming Revenue, or, where applicable, a fixed amount for a New Customer (CPA structure) as set out in the Commission Structures.1.10. “Company” means Mill Interactive B.V.1.11. “Company Websites” meanswww.Onwin365.com and www.Onwin365365.com.1.12. “Content” means anything given by the Company for the purposes of this Agreement, such as text links, banners, and other general advertising material.1.13. “Database” means any information stored about Partners and New Customers, containing any Company proprietary New Customer data for the purposes of this Agreement, including without limitation to Personal Data and contact information, and excluding all other Company databases, as it stands as of the date of this Agreement, and as it stands until the date of termination of this Agreement. Databases are assets of a financial value belonging to the Company and represent a substantial investment made by the Company.1.14. “Net Gaming Revenue” or “NGR” means all monies received by Company from New Customers as placed bets, less (a) winnings returned to New Customers, (b) issued bonuses, (c) net balance adjustment corrections, (d) administration fees, (e) fraud costs and chargebacks. For the avoidance of doubt, all Net Gaming Revenue amounts mentioned above are only related to New Customers referred to Company Websites by the Affiliate Website(s).1.15. “New Customer” means any person that registers with the Brand after clicking on the Content, excluding any person that already exists in the Company’s Brand customer database or that has previously closed a customer account and opened a new one through the Affiliate. A customer will be linked to the last Partner who referred the customer to the based on the affiliate tracking cookie.1.16. “Services” means the service(s) offered to customers on the site.1.17. “Term” means the period from the date the Partner accepts the terms of this Agreement until termination of this Agreement.1.18. “User” means a person who utilizes our facilities and services.

2. AFFILIATE OBLIGATIONS

To become a member of our Affiliate Program you must accept these terms and conditions while submitting the Affiliate Application.2.1. You shall use reasonable efforts to advertise, market, and promote our Brand and Affiliate Program as broadly as possible in order to maximize the benefit to both of us. You acknowledge and agree that all information relating to Users who use our facilities and services shall remain our property at all times. You will not assert any proprietary rights over such information during the Term of this Agreement or after its termination.2.2. You acknowledge that your promotion of the Onwin365 Partners has the potential to do substantial damage to Onwin365 Partners and Onwin365 Partners' reputation and goodwill, and that you will always act in a way that does not damage Onwin365 Partners' reputation and goodwill.2.3. You must collaborate with Affiliate Account Managers to ensure our Brand's information (for example: updated bonuses, new design, added or removed payment methods, etc.) are always up to date.2.4. You are obliged to follow the law and respect legality of actions.

3. COMPANY RIGHTS AND OBLIGATIONS

3.1. At our sole discretion, we may register any New Customers directed to the Company Website by you and we will track their transactions. We reserve the right to refuse New Customers [or to close their accounts] if necessary, to comply with any requirements we pay periodically establish.3.2. We reserve the right to terminate this Agreement if we notice any fraudulent, suspicious, or questionable activities related either to the Affiliate or to the players brought.3.3. If such a circumstance is confirmed, we reserve the right to close the Partner's Affiliate Accounts and the accounts of the players he referred to the program with no notice period. In addition, we reserve the withhold and seize any commissions of the Partner earned in unreputable ways.3.3. We shall make available monitoring tools which enable you to monitor your Affiliate Account and the level of your Commission and the payment thereof.3.4. We shall use our best efforts to provide you with all materials and information required for necessary implementation of the Brand such as Affiliate Links, logos, banners, etc.3.5. Subject to your strict adherence to the Affiliate Agreement, we shall pay you the Commission in accordance with Clause 5.3.6. It is the Account Manager's responsibility to inform the Affiliate when changes to the Brand are made.

4. AFFILIATE RESTRICTIONS

The following activities are not allowed to Partners.4.1. To create personal player accounts in the Brand's website that may or may not be linked to their affiliate account, unless previously approved by the Affiliate Account Manager. If such a circumstance is confirmed, the administration will immediately block the Partner's personal accounts as well as the accounts of the gamblers he referred to the program, and the money in all those accounts will be written off in favour of the ONWIN365 Partners. This guideline also applies to the Partner's family members and other people close to him.4.2. To attract people under 18 years old to the site.4.3. To use promotional materials without the permission of management.4.4. To carry out illegal actions in the development of Website, fill them with sexual, pornographic and obscene materials.4.5. To use any kind of fraudulent activity in Onwin365 Partners to increase their own profit (the game under your affiliate link; the use of dedicated advertising resources to the detriment of ONWIN365 Partners, arbitrage

betting, etc.). Violation of this agreement will be considered a fraud.4.6. To add restricted keywords when using paid online advertising such as PPC, CPC, etc. The keywords listed must be added as restricted keywords. "CasinoOnwin365", "Onwin365Casino", "Casino Onwin365", "CasinoOnwin365 Registration", "CasinoOnwin365 Sportsbook", "CasinoOnwin365 Bonus", "and other domain-related brands which operating under the ONWIN365 Partners (including/consisting the name of Brand) phrases.4.7. To register or apply to register any webpage addresses and/or use any sub-domain name that includes brand names "CasinoOnwin365", in it because all official brand-related rights belong to Company.Example of disallowed ways of using the Brand name in Affiliate URLs include:*

- casinoOnwin365.youraffiliatesite.com
- * casinoOnwin365affiliatesite.com

Example of acceptable use of Brand name in Affiliate URLs include:*

- youraffiliatesite.com/casinoOnwin365/
- * youraffiliatesite.com/onwin365.com/review/

4.9. You and your Sub-Affiliates shall at all times comply with all applicable Gaming laws and regulations and all the Data Protection laws and regulations, including but not limited to the European Directive 2002/58/EC, the General Data Protection Regulation (GDPR) (EU) 2016/679 and any legislation and/or binding regulations implementing or made pursuant to them.4.9.1. You may not in any way advertise to customers which did not expressly and clearly consent to receive marketing communications, or which consent you didn't store and are not able to prove anytime, or to customer's which data have been processed in breach of any Data Protection laws and regulations.4.9.2. Every email shall clearly indicate it origins from You and not from us.4.9.3. Every marketing email shall contain a clear link to unsubscribe from further marketing emails.

5. PAYMENT

5.1. The Commission is calculated at the end of each month and payments are made on a monthly basis.5.2. Payments to the Partner are made until the end of every month. The payment is done if the minimum threshold of 100 Euros for e-wallets and crypto and 100 Euros for bank wires has been reached. If the last day of the month is not a working day – the payment can be postponed to the next working day.5.3. Money that has been received by using fraudulent actions must be returned to the company.5.4. If an error is made in the calculation of the Commission, the Company has the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.5.5. Your earnings are based on: The Casino Net Gaming (Stakes – Wins – Bonus Costs – Tax) plus Sports Net Gaming (Stakes – Wins – Bonus Costs – Tax)

$$\text{Total Commission} = (\text{Casino Net Gaming}) \% + (\text{Sports Net Gaming}) \%$$

If either Casino or Sports revenue is negative, it does not affect your Total Commission.5.6. If the Partner has any issues with the amount of payments, they can contact us by sending an email to affiliates@Onwin365partners.com and describe the issue. The email should be sent no later than 30 calendar days after the commission funds have occurred.5.7. In the case of a Reward Plan that includes a CPA element, the Company reserves the right to

withhold CPA payments for customer accounts that have been detected as bonus abusers, suspended, closed for fraud or any other reasonable reason.

6. COMMISSION STRUCTURES

6.1. The Affiliate will be subscribed to default tiered RS deal, which is specified with a table below, when signing up to the Affiliate Program.

Net Revenue	Commission Percentage
€0 – €5.000	25%
€5000 – €10000	30%
€10001 – €15000	35%
€15001 – €30.000	40%
€30001 – €50000	45%
€50000+	50%

7. PARTNERSHIP TERMINATION

7.1. The term of this Agreement will begin upon your registration and shall continue until either party gives the other 25 Business Days' written notice of termination.

(This clause does not apply in cases of fraud or system abuse.)7.2. The notification of the termination of cooperation should be sent via e-mail and/or postal mail to the registered address of the Partner's affiliate program account.

8. ACCOUNT SECURITY

8.1. You are responsible for keeping your Program username and password secure and may not disclose your login information with any third party. You will be full responsible for all activity that occurs on your Affiliate account.8.2. We may, for mutual benefit, require you to positively verify your account information from time to time in order to receive continuing Commissions or to avoid Fraudulent Activity in connection with your account. This verification process may require the provision of additional personal documents confirming identification, payment and physical address information.

9. LANGUAGE

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

10. GOVERNING LAW

10.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Curacao10.2. Each party irrevocably agrees that the courts of Curacao shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

If you have any questions or concerns about these Terms & Conditions, please send us an email to marketing@onwin2365.com.