

TERMS AND CONDITIONS

Last updated on: April 17, 2025

These Terms and Conditions ('Agreement') govern the interaction between You (the user) and knightaffs.com ('We,' 'Us,' or 'Our Company').

By applying to Our Affiliate Program, You confirm that You have read, understood, and agreed to the terms below. Should You not accept these terms, We kindly request that You withdraw Your application. For further assistance, contact Us at affiliates@knightaffs.com (the "Contact Email").

Your participation in the Affiliate Program—whether through registration, use of Our promotional materials, or acceptance of incentives such as rewards, bonuses, or commissions—constitutes Your full acceptance of this Agreement ("Affiliate Agreement").

This document outlines the legally binding terms between Us ("PARTNER," "We," or "Our company") and You ("Affiliate") concerning Your role in promoting the Website and its services under the Affiliate Program.

1. DEFINITIONS

In this Affiliate Agreement unless the context otherwise requires:

- **"Affiliate"** means You, the person or entity, who applies to participate in the Affiliate Program.
- **"Affiliate Program"** means the collaboration between You and Us whereby You will promote the PARTNER Website and create the Links from the Affiliate Website(s) to the PARTNER Website and thereby be paid a commission as defined under this Agreement depending on the traffic generated to the Website(s) subject to the terms and conditions of this Agreement.
- **"Affiliate Sign up Form"** is a specific type of document that an individual or entity must complete and submit to enroll in an affiliate program. This form typically requires the prospective affiliate to provide personal and, if applicable, business information, as Well as details about preferred payment methods and tax information.
- **"Affiliate Website(s)"** means one or more Websites on the Internet which are maintained and operated by the Affiliate.
- **"CPA"** – means "cost per acquisition". "Acquisition" shall mean the first-time deposit ("FTD") of the referred player.
- **"Confidential Information"** refers to any and all proprietary information, technical data, trade secrets, or know-how, including but not limited to research,

services, customer lists, markets, software, developments, inventions, designs, drawings, engineering, finances, or any other business information disclosed by Us to You.

- **"Hybrid deals"** means a fixed payment of CPA and Revenue Share (RS) part to be paid to the Affiliate in respect of each new player who makes a Deposit with taking into account the agreed established baseline; PARTNER reserves the right to set up a trial period for all new concluded CPA and hybrid deals. This concept includes checking the quality of traffic prior to receiving the first 20 FTDs during a test period of the 1st month of cooperation. After that, the parties discuss the results and make a decision on the further continuation of cooperation. In case of CPA and hybrid deals that bring less than 5 FTD during the 1st month trial period, PARTNER reserves the right to terminate cooperation and leave at its discretion the payment for this result.
- **"Insertion order or IO"** is a specific order for advertising. It's a contract that details a specific advertising campaign's parameters, including where and when ads will be inserted, how much it will cost, what the payment terms are, and other related details.
- **"Intellectual Property Rights"** means any and all patents, trademarks, service marks, designs, trade, business or domain names, goodwill associated with the foregoing, e-mail address names, copyright including rights in computer software (in both source and object code) and rights in databases (in each case whether registered or not and any applications to register and rights to apply for registration of any of the foregoing), rights in inventions and Web-formatting scripts (including HTML and XML scripts), know-how, trade secrets and other intellectual property rights which may now or in the future subsist in any part of the world including all rights of reversion and the right to sue for and recover damages for past infringements.
- **"Net Generated Revenues (NGR)"** means the sum of PARTNER's net revenue generated by all Your referrals in the space of a calendar month. NRG, calculated on a monthly basis, means the monthly gross revenue less costs, which includes but is not limited to: taxes, betting duties, third party commissions/fees for providing games and game software etc, financial transaction fees, bonuses, "loyalty rewards", rake back, cashbacks and chargebacks.
- **"New Depositing Player"** means a New Customer/Player who has made a first minimum deposit with PARTNER where this latter is Used for bona fide transactions with an ultimate aim to establish and enter into a normal commercial relationship with PARTNER within the framework of the Business. The customer registration and the first deposit do not have to be simultaneous.
- **"Referred Customers"** means customers who have no prior account with Our Website and have signed up for an account with Us with Your affiliate tracking code attached.
- **"Revenue Share"** means the percentage share the affiliate will earn from the Net Generated Revenues created by his Referred Customers.

- **"Reward Plan"** – shall mean the CPA commission paid by Affiliate for the FTD of the referred player. In the case of a Reward Plan with a CPA element, the Company reserves the right to withhold any payments of the Reward Plan for any customer accounts including, but not limited to, bonus abuser customer accounts, suspended and/or closed customer accounts, customer accounts suspended and/or closed due to fraud, customer accounts subject to selfexclusion or any other customer account which the PARTNER in its sole discretion deems it necessary to suspend and/or close.
- **"Sub-Affiliate"** means an individual and/or entity that an Affiliate directs in any appropriate manner to PARTNER and who can be linked to the Affiliate's unique Affiliate account/identity, which person or entity becomes an Affiliate of PARTNER.
- **"Your Website"** the Website which You notify Us on the Affiliate Sign up Form.

2. AGREEMENT

2.1 To participate in Our Affiliate Program, You must agree to these Terms & Conditions and submit a fully completed online application. The PARTNER retains sole discretion to approve or reject Your application, and such decisions are final and non-negotiable. We will notify You via email once a determination has been made. Upon acceptance, You agree to comply with this Agreement when promoting the PARTNER's services. The acceptance email will include further instructions. These Terms & Conditions establish the foundational rules of Our business relationship, while any specific transactional details will be outlined in a separate Insertion Order.

2.2 The PARTNER reserves the right to amend or update this Agreement at any time. Material changes will be communicated to Your registered email at least five (5) days prior to their publication in the Affiliate Terms & Conditions section. If You do not agree to the modifications, You must terminate this Agreement in accordance with its terms. Continued participation in the Affiliate Program or posting of updates following such changes will constitute Your binding acceptance of the revised Agreement.

3. LINKS

3.1 Use Links only as provided. Modifications require PARTNER's written pre-approval.

3.2 Never place Links where under-18s may view them.

3.3 Verify permitted GEOs in writing before promotion.

3.4 To display Links on third-party sites, request PARTNER authorization.

3.5 **NON-COMPLIANCE:** IF YOU VIOLATE ANY OF THE LINK USAGE GUIDELINES OUTLINED IN THIS AGREEMENT, WE RESERVE THE RIGHT TO DISABLE THE LINKS THAT YOU USE. FURTHERMORE, WE RESERVE THE RIGHT, UPON WRITING NOTICE TO YOU, TO IMMEDIATELY TERMINATE THIS AGREEMENT AND TO STOP PAYING YOU ANY FUTURE REVENUE SHARE ON YOUR REFERRED CUSTOMERS.

4. STANDARD COMMISSION STRUCTURES

4.1. Our affiliate commission model is not standardized but rather customized to each partnership. Commission rates - whether percentage-based or fixed amounts - are determined through individual negotiations between the affiliate and the PARTNER. This personalized approach allows us to create mutually beneficial arrangements that properly recognize each affiliate's unique value and performance. We strongly recommend discussing and agreeing upon specific commission terms directly with the PARTNER to establish terms that work optimally for both sides.

5. PARTNER'S RIGHTS & OBLIGATIONS

5.1 The PARTNER reserves the exclusive right to accept, reject, or terminate any Affiliate Application at its sole discretion without obligation to provide justification.

5.2 The PARTNER shall supply the Affiliate with all necessary promotional materials and relevant program information required for effective marketing campaigns.

5.3 The PARTNER will:

- Track all transactions generated through affiliate links
- Calculate net revenues and commission payouts
- Provide the Affiliate with comprehensive player statistics and performance data

5.4 The PARTNER may refuse registration of any New Customer, or suspend/terminate accounts when necessary, exercising sole judgment to comply with regulatory and business requirements.

5.5 The PARTNER maintains the right to monitor all Affiliate Websites for adherence to this Agreement. The Affiliate must furnish all requested data to facilitate such oversight.

5.6 The PARTNER will:

- Supply tracking Links for website implementation
- Periodically update or modify Links as needed

5.7 While the PARTNER will implement reasonable measures to properly attribute Referred Customers, it assumes no liability for failures in tracking or recognition due to technical issues or improper link usage.

6. UNLAWFUL AND UNFAIR PRACTICES

6.1 You may not in any way offer added rewards of any kind to Your Referred Customers without PARTNER's prior written consent. If PARTNER deems You to be in breach of this condition, PARTNER may terminate Your affiliate agreement and seize to pay You any further Revenue Share from Your Referred Customers. Neither You nor Your direct relatives (spouse, partner, parent, child or sibling), may under no circumstance receive any Revenue Share on Your own or direct relatives' Customer account. You are forbidden to in any way modify, redirect, suppress, or substitute the operation of any button, link, or another interactive feature of the PARTNER Site. Affiliates and their Sub-Affiliates cannot earn Rewards for the activity carried out by

Using own tracking links for personal Use with a purpose to artificially increase their own profit. You are forbidden to attempt to artificially increase monies payable to You by PARTNER.

6.2 You and Your Sub-Affiliates shall at all times comply with all the 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.

SPECIFICALLY:

- 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
- Every email shall clearly indicate its origins from You and not from Us.
- Every marketing email shall contain a clear link to unsubscribe from further marketing emails.

6.3 We may end this Agreement immediately if we reasonably believe you've broken any gambling advertising rules or data protection laws. You won't earn commissions from any traffic you knew or suspected was generated improperly, whether it harms us or not. If we have reasonable grounds to believe such traffic exists, we may withhold all payments due to you under this Agreement.

6.4 Affiliates are strictly prohibited from generating traffic through automated bots, software, or any other tools designed to fabricate Referred Customers' activity. The Use of such methods is considered deceptive and is a breach of this agreement. Traffic must originate from legitimate sources, and any affiliate found in violation of this requirement will face immediate account termination, forfeiture of any earned commissions. The PARTNER reserves the right to implement necessary measures to detect and prevent such fraudulent activities. Affiliates are expressly prohibited from bidding or Using Our Intellectual property, including but not limited branded keywords, trademarks, or any variations and misspelling thereof, for online search or advertising on any platform except as agreed upon in writing with the PARTNER. Moreover, affiliates must not register or Use domains that are similar to, or that potentially could be mistaken for any of PARTNER's domain names or trademarks. Violation of this provision will result in immediate termination of partnership and consequences as outlined in p.9.2. The Affiliate understands that promoting resources targeting the Swedish market or Using the Swedish language is legally restricted in Sweden. Any such promotions will be deemed a violation of Our general terms & conditions, resulting in immediate account termination if discovered. Similarly, promoting resources for the Netherlands market or Using the Dutch language is subject to legal constraints in the Netherlands. Engaging in these actions will also be treated as a breach of Our terms & conditions, leading to swift account closure upon detection.

6.5 When advertising to Customers in the United Kingdom, You shall abide by the rules for gambling advertising as defined by the Committees of Advertising Practice (CAP and BCAP) and upheld by the Advertising Standards Authority. You will ensure that marketing communications, particularly in relation to free bet and bonus offers do not amount to or involve misleading actions or misleading omissions. Marketing communications that include a promotion must provide as such information about significant conditions as practicable within the advert itself, and with sufficient prominence. Where the advert is genuinely limited by space (banner advertisement) significant conditions must be displayed no further than one click away from the advert itself. Examples of free bet or bonus offers which may not comply with legislation include: the promotion does not provide supporting information on the terms and conditions of the offer or provides it with insufficient prominence for example only visible once scrolled down; when clicked, advertising banners take a Customer direct to the join or login section of the Website, without providing terms and conditions of the offer; significant information may only be available 'below the fold' on a Web page or email and a Customer may only be aware that terms and conditions apply if they actively scroll to the end of a Webpage or similar. The above requirements are applicable to all forms of marketing communication, including social media and other forms of advertising such as newspapers. We reserve the right to terminate the Agreement immediately with no notice if, in Our reasonable opinion, You have breached the gambling advertising rules as defined by Committees of Advertising Practice (CAP and BCAP) and upheld by the Advertising Standards Authority.

6.6 You and any sub-affiliates must strictly follow the Partner's Advertising Policy for the entire duration of this agreement. The current Advertising Policy can be obtained from your assigned account manager. Failure to comply with these requirements will be considered a serious violation of our agreement. If we discover any breaches of the Advertising Policy, we may immediately pause or cancel payments at our sole discretion. Payment holds may apply to specific violations or affect our entire business relationship. We may also retain payments for an extended period while investigating potential issues and resolving any disputes. These enforcement actions help maintain legal compliance, adhere to advertising platform requirements, and safeguard the Company's brand integrity.

7. PAYMENTS

7.1 You will receive affiliate payments to Your account:

a. The minimum sum for a monthly affiliate payment is €100. If a Revenue Share does not exceed €100, PARTNER shall be entitled to withhold and carry forward such sum until the end of the first calendar month in which the Revenue Share (including such carried forward sum) exceeds €100, at which time payment shall be made. For the avoidance of doubt, You will only receive a payout when there is a positive balance, and it is greater than €100 in any given month.

a) If an Affiliate's Revenue Share for a particular calendar month is negative, such negative amounts will not be forward to the subsequent month(s).

- b) PARTNER shall provide You with statements accessible through Your personal affiliate page, Website detailing the Referred Customers and Your share of Net Generated Revenues.
- c) High roller Policy If in any given month a Referred Player referred by a You generates a negative Net Revenue of at least €7,000, this Referred Players will be deemed to be a “High-Roller”. If the aggregate commissionable Net Revenue in that given month for You is negative: The negative net revenue generated by the High-Roller will be carried forward and offset against future net revenue generated by that High-Roller; The negative balance carried forward cannot be set-off against other Referred Players’ net revenue. The negative balance of a High-Roller will be reduced by future positive net revenue that they generate in subsequent months. A negative balance will not be increased by future negative Net Revenue unless the High-Roller meets the above-mentioned qualifying criteria in subsequent months. You will be able to view all adjustments in order to track the High-Roller’s net breakeven point. Adjustments will be made at the end of each calendar month based on the cumulative revenue for the month.

7.2 Should the Account details change, You are solely responsible for the prompt notification of the PARTNER about the aforementioned change. In case You fail to notify the PARTNER about the change in the payment account details, PARTNER shall not be responsible for the failure to execute payment due to such a non-notification.

7.3 You are solely responsible for the protection of the payment account credentials and the related data. Should the change of the account details be caused by a cyber incident and/or Your failure to exercise data protection measures, PARTNER shall not be responsible for the failure to execute payment due to such a change.

8.4 WE RESERVE THE RIGHT TO WITHHOLD AFFILIATE PAYMENTS AND/OR SUSPEND OR CLOSE ACCOUNTS WHERE REFERRED CUSTOMERS ARE FOUND TO BE ABUSING ANY WEBSITE PROMOTIONS, WHETHER DONE WITH, OR WITHOUT YOUR KNOWLEDGE REGARDLESS OF WHETHER THE CONCLUDED DEAL HAS A TEST PERIOD OR NOT.

8. INTELLECTUAL PROPERTY

8.1 The PARTNER provides You with a non-exclusive, global license to showcase the PARTNER brand attributes and associated content (“PARTNER Content”) for the duration of this Agreement. This is strictly for displaying the Links on Your Website as outlined in this Agreement and in line with any guidelines the PARTNER might share periodically. All intellectual property rights, including any goodwill generated from the Links, betting products, related systems, and software linked to the services the PARTNER offers its clients, remain under the ownership of the PARTNER. You're prohibited from altering the PARTNER Content in any manner without the direct, written permission from the PARTNER.

8.2 It's essential that Your Website does not mirror the appearance or ambiance of the PARTNER's site. Furthermore, Your Website shouldn't give the impression that it's an extension or segment of the PARTNER's site.

9. WARRANTIES

9.1 Each party to this Agreement represents and warrants to the other that it has, and will retain throughout the Term all right, title and authority to enter into this Agreement, to grant to the other party the rights and licenses granted in this Agreement and to perform all of its obligations under this Agreement. You warrant that You have obtained and will maintain in force all necessary registrations, authorizations, consents and licenses to enable You to fulfill Your obligations under this Agreement.

10. TERM & TERMINATION

10.1 This Agreement shall start on the date that We notify You that Your application has been successful in accordance with Clause 1. This Agreement shall continue thereafter unless and until terminated by either party upon 24 hours written notice.

10.2 If You are in material breach of Your obligations within this agreement, PARTNER may bring the term to an end with immediate effect; and cease to cover You any further Revenue Share on You Referred Customers, by written notice to You.

10.3 In the event of identifying violations of the PARTNER's Advertising Policy, PARTNER reserves the right to terminate the partnership immediately at the same time. These measures are implemented to ensure compliance with legislation, advertising platform rules, and the protection of the PARTNER's reputation.

10.4 To prevent termination of Agreement and retain active status, all affiliates are obligated to regularly liaise with the PARTNER and manage outstanding payments. An affiliate will be deemed "*temporarily inactive*" if they have not requested payments owed to them for a consecutive 12-month period:

- Those designated as temporarily inactive will receive a 7-days advance notification at their registered email address.
- If no action is taken subsequent to this notice, a monthly administrative fee of 3% of the total outstanding sum will be levied.

10.5 Permanent Inactivity and Agreement Termination:

- If an affiliate neglects to manage their payments for a consecutive 18-month span, they will be classified as "*permanently inactive*".
- Any balances owed to a permanently inactive affiliate may be subject to forfeiture by the Company. The Company will have no further obligation or liability to return or reimburse said funds.

11. CONFIDENTIAL INFORMATION

11.1. You agree that the Confidential Information belongs to Our Company, is our property alone, and represents important trade secrets. You agree to take the utmost precautions to protect the Confidential Information and stop its unauthorized disclosure for the duration of this Agreement and for a further three years. Unauthorized use or

disclosure could cause the party disclosing irreversible harm. You shall not utilize, reproduce, or disclose any portion of the Confidential Information, except as necessary to fulfill Your obligations under this Agreement or as expressly authorized in writing by Us.

11.2. Upon termination of this Agreement or at Our request, You shall immediately return to Us all materials, in any medium, which contain, embody, reflect, or reference all or any part of any Confidential Information. All documentation, drawings, sketches, models, samples, tools, technical specifications, and other materials shall be returned to Us.

11.3. You are prohibited from making any public announcements, issuing press releases, or engaging in similar communications with the public concerning Your participation in the Affiliate Program without Our prior written consent. The content of such communications must also be approved by Us before any release. Your obligations under this confidentiality Clause shall survive the termination of this Agreement for a period of three years. Any breach of this confidentiality Clause may result in irreparable harm to Us for which damages might not be an adequate remedy, and, therefore, in addition to its rights and remedies otherwise available at law, We shall be entitled to seek equitable relief, including both a preliminary and permanent injunction, if such a breach occurs or is imminent.

12. YOUR PERSONAL DATA

12.1 We protect your personal information in accordance with all relevant privacy laws. Our comprehensive Privacy Policy explains how we collect, use, and safeguard your data. You can review it at any time to understand your rights and our responsibilities regarding your information.

13. GENERAL PROVISIONS

13.1 This Agreement constitutes the entire Agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement. Nothing in this Clause shall operate to limit or exclude any liability for fraud. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

13.2 Any notice given or made under this Agreement to PARTNER shall be by email to the relevant email: affiliates@knightaffs.com. PARTNER shall send You any notices given or made under this Agreement to the email address supplied on Your application form or such other email address as notified by You to PARTNER.

13.3 Nothing in this Agreement is intended to create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

13.4 Neither party shall make any announcement relating to this Agreement nor its subject matter without the prior written approval of the other party except as required by law or by any legal or regulatory authority.

13.5 The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the law of Republic of Cyprus. Each party irrevocably submits to the exclusive jurisdiction of Cyprus courts over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability.

13.6 In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English Language version shall prevail.

14. MISCELLANEOUS

14.1 Indemnity. You are solely responsible for any marketing initiatives You and/or any of Your Sub-Affiliate's conduct, including, without limitation, compliance of such initiatives with the applicable legal requirements. You (the "*Indemnifying Party*") shall indemnify on demand and hold harmless PARTNER and each of PARTNER 's associates, officers, directors, employees, agents, shareholders and partners (the "*Indemnified Party*") from and against any and all losses, demands, claims, damages, costs, expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by the Indemnified Party in consequence of any breach, nonperformance or non-observance by You and/or any of Your SubAffiliates of any of the obligations or warranties on the part of the Indemnifying Party contained in this Agreement or of any applicable laws or regulations.

14.2 Exclusion of liability. Nothing in this Clause shall limit PARTNER 's liability for death or personal injury resulting from PARTNER 's negligence or for fraud.

14.2.1 PARTNER shall not be liable, in contract, tort (including without limitation negligence) or in any other way for: loss of revenues, profits, contracts, business or anticipated savings; or any loss of goodwill or reputation; or any indirect or consequential losses in any case, whether or not such losses Were within the contemplation of the parties at the date of this Agreement, or any other matter under this Agreement.

14.2.2 The liability of PARTNER shall not, in any event, exceed the sum of the total monies paid by PARTNER to You over the 6-month period preceding the date on which such liability accrued.

14.3 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform its obligations under the Affiliate Agreement if such delay or failure arises from a Cause beyond its reasonable control, including but not limited to labor disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes or other casualty. If such event occurs, the non performing Party is excused from whatever performance is prevented by the event to the extent prevented provided that if the force majeure event subsists for a period

exceeding thirty (30) days then either Party may terminate the Affiliate Agreement with immediate effect by providing a written notice.

14.4 DISCLAIMER: WE MAKE NO REPRESENTATION THAT THE OPERATION OF THE PARTNER WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS

15. MODIFICATIONS TO THE PRESENT TERMS AND CONDITIONS

15.1. We may change these terms anytime without notice. The current version posted on our website will apply. By continuing to participate in the program, you accept all updates.