

Affiliate Agreement With Sekapartners

This Agreement is put into effect for all Acquired Customers (Please see Terms and conditions below). The parties to this Agreement are Sekapartners and the individual or entity participating in its Affiliate Program ('Affiliate'). The subject matter of this Agreement shall be the implementation of a link provided by Sekapartners on the Affiliate's web site with the aim of establishing an advertising cooperation ('Affiliate Program') for the mutual benefit of the parties here to. This Agreement contains the terms and conditions that apply to Affiliate's Participation in the Affiliate Program. The Terms and conditions further set out below are an inseparable part of This Agreement

1. GENERAL

We've created these terms and conditions to protect you and Sekapartners, so you can get the best possible return from our relationship. If you have any questions about anything in these terms, please get in touch and we'll be happy to help.

1.1. In this agreement 'Acquired Customers' are defined as customers of Sekapartners who

have not yet set up a betting account

have come to the Sekapartners homepage following a link from an Affiliate web site

sign up for Sekapartners's services within 30 days.

1.2. The term 'Net Profit' refers to the gross win made at Sekapartners by betting activities minus any of the following:

Bonus payouts

Betting and gaming taxes

Software royalties

Charge-backs.

1.3. 'Fraud Traffic' means deposits, revenues or traffic generated through illegal means or any other action committed in bad faith to defraud us (as determined by us in our sole discretion), regardless of whether or not it actually causes us harm.

This could include:

Deposits generated on stolen credit cards

Collusion, manipulation of the service or system, bonuses or other promotional abuse

Creation of false accounts for the purpose of generating Affiliate commission

Unauthorized use of any third-party accounts, copyrights, trademarks and other third-party intellectual property rights.

1.4. We reserve the right to modify any of the terms of this Agreement at any time, at our sole discretion. However, if we need to make any changes to the terms we will either:

email you directly with a notice of the changes

post a new version of the Agreement on the Affiliate Program website.

The only exceptions are if there are any changes needed that relate to fraud prevention or where there is a mistake in the Agreement. In those cases, the change will be effective on the date of posting or when our notification email is sent.

It is your responsibility as an Affiliate to visit the Affiliate Program site frequently to make sure you are up to date with the latest version of the Agreement and its provisions.

1.5. This Agreement is drafted in English. If we translate the Agreement into another language, this English language version shall still take precedent, whatever the event.

2. AFFILIATE RIGHTS AND OBLIGATIONS

2.1. As the Affiliate you are responsible for marketing to potential Acquired Customers and referring them to Sekapartners. You are solely liable for the content and manner of such marketing activities. We expect all your marketing activities as the Affiliate to be professional, proper and lawful under any applicable rules, regulations or laws. They should also comply with the terms of this Agreement.

2.2. Throughout the term, we expect you as the Affiliate to make sure that you are prominently incorporating and displaying the most up to date links provided by Sekapartners. As the Affiliate you're not permitted to alter the form, location or operation of any links without Sekapartners's prior consent. Unfortunately, if you failing to present the links provided by Sekapartners, it could result in us terminating this agreement immediately on notice.

2.3. As the Affiliate, you are not permitted to, nor should you authorize, assist or encourage any third party to:

Place marketing materials on any online site or other medium where the content and/or material on such website or medium is potentially libellous, malicious, discriminatory, obscene, unlawful, sexually explicit, pornographic or violent or that is, in our sole discretion otherwise unsuitable.

Place any Links on pages of the Partner Site aimed at persons under the age of 18 years. Market or promote Sekapartners to persons from any Excluded Territories or be involved in any traffic coming from any Excluded Territories or allow, assist or encourage circumvention of any restriction put in place by Sekapartners in connection with Excluded Territories.

'Excluded Territories' are as follows: USA, France, Israel, Bulgaria.

Open more than one affiliate account without prior written consent by Sekapartners.

Register as a player or make deposits to any player account through his own or any Sub-affiliate's links for personal use or the use of relatives, friends, employees, agents or advisors, or otherwise attempt to artificially increase the Affiliate commission or to defraud us. Violation of this provision shall be deemed to be Fraud Traffic.

Do any act that causes the Affiliate site or any other site to copy or resemble the look and feel of the Sekapartners site or attempt to pass as Sekapartners or otherwise confuse potential players in connection therewith.

Register (or apply to register) any domain name similar to any domain name used by or registered in the name of Sekapartners or any other name that could be understood to designate Sekapartners.

Purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service and which are identical or similar to any of Sekapartners's trademarks or otherwise include the word 'Sekapartners' or variations thereof, or include metatags on the Affiliate site which are identical or similar to any of Sekapartners's trademarks.

Use any form of spam (including search engine spamming or spamdexing) or unsolicited mail in its attempts to refer new Acquired Customers to the Sekapartners site.

2.4. Changing the URL address of your Affiliate site does not constitute a change to this Agreement and does not affect the rights and obligations arising from this agreement.

2.5. As the Affiliate, you agree to give Sekapartners reasonable assistance regarding the display, access to, transmission and maintenance of the links.

2.6. The company may refuse any applicant new customer or close a new customer's account if it does not comply with the company's policy and/or does not protect the interest of the company.

2.7. All Sekapartners.com sportsbook affiliates are required to refer a minimum of 10 active customers each month. Should an affiliate not reach this requirement the affiliate account, you may not be qualified for any affiliate payment for.

3. Sekapartners RIGHTS AND OBLIGATIONS

3.1. When the Agreement starts, Sekapartners will assign a partner identification code to the Affiliate. The Sekapartners registration system uses these assigned link codes to identify customer referrals from the link of the Affiliate's web site.

3.2. Sekapartners shall develop and make available marketing tools for the advertising space of the Affiliate and may update such Links from time to time.

3.3. Sekapartners has the right to monitor the Affiliate site to ensure the Affiliate is complying with the terms of this Agreement and the Affiliate shall provide Sekapartners with all data and information (including passwords) to enable Sekapartners to perform such monitoring at no charge.

3.4. Sekapartners shall bear any costs of creating graphical representations of the Link. Sekapartners shall administrate the turnover generated via the Links, record Revenue Base and the total amount of the Commission earned via the Link, provide the Affiliate with performance statistics online, and handle all customer services related to the business.

3.5. If we suspect any fraud traffic payment of any Affiliate, Sekapartners could suspend your commission for up to 180 days while Sekapartners investigate and verify the relevant transactions. We are not obliged to pay Affiliate commission for players who are not verifiably who they claim to be or are otherwise involved with Fraud Traffic. If we determine any activity to constitute Fraud Traffic, or to otherwise be in contravention of this Agreement, then Sekapartners may:

pay the Affiliate commission in full
recalculate them in light of such suspected Fraud Traffic and/or
forfeit future Affiliate commission in respect of Fraud Traffic (as appropriate).

3.6. Sekapartners reserves the right to reduce Affiliate commission percentages if the Affiliate reduces efforts to recruit new Acquired Customers. The Affiliate's reduced or suspended promotion of our sites will be deemed to represent termination of this Agreement.

3.7. Sekapartners reserves the right to cancel affiliate's membership, if an affiliate does not complete the requirements of affiliate program or abuse of the affiliate program for his favour.

4. COMMISSION, PAYMENT AND PAYMENT TERMS

4.1. Our standard commission type for all Affiliates is a net revenue share.

4.2. "Net Revenue" is the amount staked by Players in the relevant calendar month less: returns (winnings), any bonuses paid, chargebacks, taxes, betting duties and third party license fees.

4.3. Net Revenues received in currencies other than Euros shall be converted in accordance with Sekapartners's standard currency exchange policy.

4.4. If you would prefer to have your commission based on CPA (cost per acquisition), you should send an email to: info@Sekapartners.com. Your application will be reviewed by one of our affiliate team and we'll respond to you within a reasonable timeframe. We do however reserves the right to refuse any CPA deal.

4.5. It is your responsibility as the affiliate to request payout once during every 12 month period. Sekapartners reserves the right to withhold the relevant part of credit in case of failure to comply.

4.6. Your Sekapartners affiliate account must have a minimum of 5 active referred Customers before you will be eligible for any affiliate payment.

4.7. Each month will carry the previous month's balance, whether it is negative or positive.

4.8. Affiliate payments are granted on a monthly basis and payable by the 3rd of the month following the month in question. Our minimum payout is 100 TRY/EUR/USD/GBP.

5. TERM AND TERMINATION

The term of this Agreement will begin when the Affiliate signs up using our online form and will be continuous unless and until either party notifies the other in writing that it wishes to terminate the Agreement, in which case this Agreement will be terminated immediately.

Either party can end the agreement, with or without a reason, at any time. An email is considered a written and immediate form of notification of termination. The Affiliate will not be eligible to earn or receive Commissions after the effective termination date.

6. LIMITATION OF LIABILITY

Sekapartners will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Affiliate Program, even if Sekapartners has been advised of the possibility of such damages.

Further, Sekapartners's total liability arising from this Agreement and the Affiliate Program will not exceed the total Affiliate commissions paid or payable to the Affiliate under this Agreement.

Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement.

Sekapartners's obligations under this Agreement do not constitute personal obligations of our directors, employees or shareholders. Any liability arising under this Agreement shall be satisfied solely from the Affiliate commission generated and is limited to direct damages.

7. MISCELLANEOUS

7.1. Nothing in this Agreement shall constitute any license, assignment, transfer or any other right to any intellectual property rights, including, without limitation, patents, trademarks, service marks, registered designs, copyrights, database rights, rights in designs, inventions

and confidential information, etc. which arise in result of entering into or the performance of this Agreement.

7.2. To avoid any doubts, statistics provided during the month might have some inaccuracies due to continuous activities or uncompleted transactions of Affiliate's assigned customers.

7.3. This Agreement shall be governed by and construed in accordance with Montenegro law. Any disputes arising hereunder will be settled before the Montenegro courts.

7.4. Should one of the contractual provisions be or become ineffective, all other stipulations of the Agreement shall continue in full force and effect.