

Terms and Conditions

1. General Overview:

- 1.1. The terms and conditions guide the use of the games through the website(s). These Terms and Conditions, and any document expressly alluded to therein, as well as any instructions or rules posted on the Web, constitute and regulate the contractual arrangement between the Contracting Parties through consensus and understanding. You are politely asked to thoroughly read these terms and conditions to make sure that you accept them. Please refrain from using the website any more if you do not agree with their content. We also suggest that you become acquainted with our Privacy Note.
- 1.2. The Affiliate Program for Rigged.com, hereby referred to as the "Affiliate Program" is provided by the League of Entertainment LTD.
- 1.3. League of Entertainment LTD is a company established under the laws of Malta and registered at Suite 3, Level 4 Ewropa Business Centre, BIRKIRKARA BKR 9035, MALTA, company registration number C96267, hereafter referred to as "We", or the "Company".
- 1.4. The Rules are a contractual document between us and you agree that you have read and approved the Rules and any changes thereto by clicking that you approve the Rules when building your account and/or accessing the Website and/or receiving any bonus or prize. You can not log or continue to use the website if you do not comply with the rules. Considering the fact that casinos presented on our website may offer different terms and conditions, it is your responsibility to get acquainted with the regulations provided on their website. We do not take any responsibility over the terms and conditions set by respective casinos.

2. Definitions:

- 2.1. "Affiliate" - Refers to you, the individual or organization that applies to be a member of the Affiliate Program.
- 2.2. "Affiliate Account" refers to the Affiliate's account that is generated after the Affiliate submits and Rigged.com approves an Affiliate Application to participate in the Affiliate Program.
- 2.3. "Affiliate Agreement" refers to I all of the terms and conditions set out in this contract, (ii) the terms and conditions of the Commission Structures related to the various goods and brands, (iii) the Privacy Policy, and (iv) all other rules and/or instructions made available to the Affiliate from time to time by Rigged.com and/or Websites.
- 2.4. The term "Affiliate Registration" refers to the Affiliate's application to enroll in the Affiliate Program.
- 2.5. "Affiliate Links" refer to internet hyperlinks used by the Affiliate to connect the Affiliate Website(s) or some other third-party website to the Rigged.com Websites.
- 2.6. The term "Affiliate Program" refers to the collaboration between Rigged.com and the Affiliate in which the Affiliate promotes Rigged.com's websites and creates Affiliate Links from the Affiliate Website(s) to Rigged.com's websites in exchange for a fee as specified in the Affiliate Agreement.

- 2.7. "Affiliate Wallet" means an online wallet in the name of the Affiliate into which Rigged.com pays the fee and all other fees owed to the Affiliate and which the Affiliate can withhold in compliance with the Affiliate Agreement;
- 2.8. "Affiliate Website(s)" means any website on the internet that the Affiliate maintains, operates, or otherwise controls.
- 2.9. "Applicable data privacy laws" refer to all current data security and privacy regulations, including, but not limited to, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with respect to the collection of personal data and the free flow of such data, and repealing Directive 95/46/EC (GDPR).
- 2.10. The term "commission" refers to the percentage of Net Revenue specified in the Commission Structures for each product.
- 2.11. The term "Commission Structures" refers to the commission structures or any other commission arrangement directly negotiated upon by Rigged.com and the Affiliate.
- 2.12. "Confidential Information" refers to any contractual or important information related to Rigged.com, including, but not limited to, financial results and condition, trade secrets, know-how, costs, company records, goods, tactics, databases, knowledge about New Clients, other customers and users of Rigged.com Websites, technology, marketing campaigns, and methods of service.
- 2.13. The term "Intellectual Property Protection" refers to all copyrights, patents, service marks, domain names, logos, company names, product brands, and registers of the above, as well as all other related rights of this type.
- 2.14. "New Consumer" means a new first-time Rigged.com customer who has made a first deposit of at least the applicable minimum deposit at Rigged.com Websites' betting account in compliance with the applicable Rigged.com Websites' terms and conditions, but without the Affiliate, its staff, family, and/or associates.
- 2.15. Rigged.com and the Affiliate (each a "Party") are referred to as "Parties."
- 2.16. "Personal Data" refers to any details pertaining to any person, whether individual or legal, who is or may be known at any time (directly or indirectly). It contains, but is not limited to, any and all material pertaining to New Customers and/or Affiliates.

3. Acceptance of an Affiliate:

- 3.1. The Company will review the Affiliate application form that has been submitted and will notify the applicant in writing (email) whether or not the affiliation is approved. In its full and absolute discretion, the Company retains the right to deny any registration.

4. Qualifying for the Affiliate Program:

- 4.1. The Affiliate representative has reached the legal age in the relevant jurisdiction to consent to and enter into an arrangement.
- 4.2. The Affiliate representative has the legal capacity and authority to enter into contractual arrangements.
- 4.3. The Affiliate owns all rights, licenses, and permits necessary to sell, promote, and advertise Company Websites in compliance with the terms of this Agreement.

- 4.4. The Affiliate will abide by all relevant rules, statutes, and regulations pertaining to the promotion of Company Websites.
 - 4.5. The Affiliate completely comprehends and respects the Agreement's terms.
5. Responsibilities of the Company:
- 5.1. The Company would supply the Affiliate with all necessary details and publicity materials for the monitoring link's implementation.
 - 5.2. The Company will manage the turnover created by the monitoring ties, report the net sales and overall amount of commission received by the connection, provide commission figures to the Affiliate, and handle all customer support related to the enterprise.
 - 5.3. According to the terms of this Agreement, the Company will pay the Affiliate the amount owed based on the amount of traffic provided.
6. Responsibilities and obligations of the Affiliate:
- 6.1. The Affiliate agrees:
 - 6.1.1. to use its utmost resources to consciously and successfully advertise, sell, and support Company Websites as widely as practicable in order to optimize the profit to the parties and to abide by the Company's instructions when they may be presented from time to time and/or as they are written online.
 - 6.1.2. at its own cost and risk, to sell and refer future players to Company Websites. The Affiliate will be primarily responsible for the delivery, content, and manner in which its marketing operations are carried out. All marketing practices conducted by the Affiliate must be competent, proper, and legal under applicable rules, and must be in compliance with this Agreement.
 - 6.1.3. to use only a tracking link issued within the terms of the Affiliate Program; otherwise, no warranty for correct registration and sales accounting can be presumed. Also, without prior written permission from the Company, no connection or marketing material can be changed or modified in any way.
 - 6.1.4. to be in charge of the production, operation, and maintenance of its website, as well as all content appearing on it.
 - 6.1.5. that it would not engage in any act that is libellous, sexist, indecent, unconstitutional, or otherwise inappropriate, or that includes sexually explicit, pornographic, obscene, or graphically abusive materials.
 - 6.1.6. that it would not deliberately seek out someone under the legal gaming age.
 - 6.1.7. It would not deliberately threaten any jurisdiction where gambling and its promotion are prohibited.
 - 6.1.8. that it would not produce traffic to the Company Websites by unlawful or illegitimate means, including but not limited to sending spam and incorrect meta tags.
 - 6.1.9. registering as a player or making direct or indirect deposits to another player account through his tracker(s) for its own personal use and/or the use of its family, associates, staff, or other third parties, or otherwise attempting to artificially raise the commission payable or otherwise defrauding the

Business. Violation of this clause shall be considered theft, and the Company shall have the right to cancel the Agreement with immediate effect, close all associated Affiliate accounts, and seize any earnings of an Affiliate that is found to have violated this point.

- 6.1.10. that it would not view the Affiliate Website in any manner that may cause conflict with Rigged.com and/or the Company Websites and/or the Company and/or give the appearance that the Affiliate Website is partially or entirely originated by Rigged.com and/or the Company
- 6.1.11. that it may not buy, try to buy, or register keywords, search phrases, or other identifiers for use of any search engine, portal, paid advertisement tool, or other search or recommendation service that are equivalent or comparable to any of the Company's websites and trademarks, trade names, or otherwise contain the word "Rigged" or variants thereof.
- 6.1.12. that it will not use any of the Company Websites' logos, brand names, or variants that are confusingly identical in associate urls. Brand names are not permitted to be used in a derivative url or subdomain.
- 6.1.13. that it will only drive traffic to the Company Website via SEO and PPC activities Traffic originating from email, SMS, native, or some other type of direct marketing is not permitted unless previously accepted in writing by the Rigged.com Team.
- 6.1.14. It will ensure that all marketing is transparent, properly promoted, and includes a disclaimer that T&Cs apply. When marketing Rigged.com, an 18+ message icon will be used, along with a connection to begambleaware.org or a local version.
- 6.1.15. When offering a Rigged.com promotion, it must contain any wagering conditions, the maximum bonus amount available, the minimum fee required to unlock the bonus, any redemption limits attached to the bonus, and the phrase "new customers only" if it is a welcome offer. Full promotional Terms and Conditions must be accessible with a single click.
- 6.1.16. It would not convey the idea that gambling may be a source of revenue or a means of debt repayment.
- 6.1.17. If it causes harm, notify the Company of any fines or penalties. It would then be left liable for these losses.
- 6.1.18. Failure to comply with these Terms and Conditions gives Rigged.com team the right to cancel this Agreement immediately.

7. Payment information:

- 7.1. The Company offers to pay the Affiliate a commission based on the Net Revenue earned by new clients referred via the Affiliate's website and/or other channel. New customers are Company customers who do not have and have never had an account with any Company Website and who enter the Affiliate Website through the tracking connection. And who duly enrol and make actual money deposits into their Rigged.com account that are at least equal to the required deposit. The commission shall be considered to have all relevant value added tax or other tax.

- 7.2. The commission shall be calculated as a percentage of the Net Revenue in compliance with the commission structures for the specific commodity. The estimate is product specific and is detailed in each product's commission form.
- 7.3. The commission is determined at the end of each month, and deposits must be made by the fifteenth day of the next calendar month, provided that the sum owed reaches €100 for bank wire transactions and the minimum threshold). If the debt owed is smaller than the minimum threshold, it will be rolled forward to the next month and will become payable when the cumulative amount approaches the minimum threshold.
- 7.4. Collection of fees would be made in accordance with the payment form selected by the Affiliate in the Affiliate account. If a mistake is found in determining the commission, the Company retains the right to fix such estimate at any point and can pay out any underpayment or recover any overpayment made to the Affiliate instantly.
- 7.5. The Affiliate's acceptance of payment shall be considered to be complete and final settlement of the amount due for the date specified.
- 7.6. If the Affiliate disagrees with the balance due as stated, it must send an email to the Company at affiliates@rigged.com within thirty (30) days stating the reasons for the disagreement. Failure to deliver an email within the specified time frame is deemed to be an irrevocable acknowledgement of the balance owed for the specified date.
- 7.7. The Company may withhold payment of any balance owed to the Affiliate for up to one hundred and eighty (180) days while it examines and verifies that the related transactions are in accordance with the Terms.
- 7.8. No charge is owed if the traffic caused is illegal or violates any of these terms.
- 7.9. For the purposes of transparency, the parties expressly conclude that if any party terminates this Agreement, the Affiliate would no longer be entitled to any reward from the Company, given that fees already owed (earned and accrued commissions) are paid out.
- 7.10. To the utmost degree permitted by statute, the Affiliate promises to refund all fees obtained based on false or falsified transactions, as well as all expenses for civil causes or lawsuits taken against the Affiliate.
- 7.11. The Affiliate may be granted the option to restructure its commission arrangement at the absolute discretion of the Company. A cost per purchase (CPA) model is one example of an alternative revenue stream. If an Affiliate accepts the Company's request for a separate revenue arrangement from the standard commission structure defined in article 20, the Affiliate is informed and hereby agrees and acknowledges that the new proposed revenue structure would completely override his existing commission structure. Regardless of the above, all of the Affiliate's commitments under this Arrangement will continue to extend to the Affiliate until the end of this Agreement and then in compliance with the Terms and Conditions of this Agreement.
- 7.12. The Affiliate shall be solely responsible for the payment of any and all taxes, levies, fines, costs, and other money payable or owed to any tax authority, agency, or other competent body by the Affiliate as a result of the revenue obtained under this Agreement, both locally and abroad (if any). The Company shall not be held liable in any way for any sums owed but later discovered to be due by the Affiliate, and the Affiliate hereby indemnifies the Company in this respect.

8. Termination:

- 8.1. This Agreement could be terminated by either party by providing the other party with a thirty (30) day written notice. An email can be used to submit written notice.
- 8.2. The contracting parties bind by the agreement hereby confirm:
 - 8.2.1. Rigged.com and/or its trademarks (including brands of its parent companies) and/or the Company Websites must be removed from the Affiliate's websites and/or all marketing channels and correspondence, regardless of whether the communications are commercial or non-commercial.
 - 8.2.2. All rights and licenses issued to the Affiliate under this Agreement will expire automatically, and all rights will return to the respective licensors, and the Affiliate will cease use of all trademarks, service marks, logos, and other designations owned by the Company.
 - 8.2.3. The Affiliate will be entitled to only such received and outstanding commissions as of the effective date of termination; however, the Company reserves the right to delay the Affiliate's final payment for a sufficient period of time to ensure that the proper amount is charged. At this date, the Affiliate will no longer be able to win or collect fees.
 - 8.2.4. If the Company terminates this Agreement due to the Affiliate's violation of conditions or relevant rules, the Company can withdraw the Affiliate's received but unpaid commissions as of the termination date as collateral for any lawsuit resulting from such breach. It is further provided that termination by the Company due to the Affiliate's violation of any of the provisions in this Agreement shall not entail a warning period and shall take place immediately upon simple notification by the Company to the Affiliate.
 - 8.2.5. Any and all classified information (and all copies and derivatives thereof) in the Affiliate's hands, ownership, and control must be returned to the Company.
 - 8.2.6. Except for commitments that are intended to withstand termination by their nature, the Affiliate will free the Company from all obligations and liabilities existing or resulting after the date of such termination. Termination would not release the Affiliate from any responsibility resulting from any violation of this Agreement that happened prior to termination, or from any liability arising from any breach of sensitive information, except through the breach occurs after this Agreement has been terminated.

9. Warranties:

- 9.1. The Affiliate clearly accepts and recognizes that use of the internet is at its own expense, and that this Affiliate Program is offered "as is" and "as applicable," with no explicit or implied guarantees or conditions. It makes no promise that access to its website will be available at any given time or place.
- 9.2. In no circumstance will the Company be responsible to the Affiliate or anybody else for any inaccuracy, mistake, or omission of, or loss, accident, or harm incurred in full

or in part by failures, delays, or interruptions of the Company Websites or the Affiliate Program.

10. Indemnification:

- 10.1. The Affiliate promises to protect, indemnify, and hold harmless the Company and its Affiliates, successors, officers, staff, administrators, executives, shareholders, and lawyers against and against any and all lawsuits and obligations, including fair attorneys' and experts' fees, relating to or resulting from:
 - 10.1.1. some violation of the Affiliate's promises, guarantees, or covenants set out in this Agreement
 - 10.1.2. the Affiliate's use (or misapplication) of publicity materials.
 - 10.1.3. any and all actions and practices carried out using the Affiliate's user id and password.
 - 10.1.4. any defamatory, libellous, or immoral content on the Affiliate's website or in the Affiliate's records and data.
 - 10.1.5. any allegation or contention that the Affiliate's website or details and data infringes on any third party's patent, copyright, trademark, or other intellectual property rights, or breaches any third party's privacy or publicity rights.
 - 10.1.6. third-party links to the use of the Affiliate's website or information and data.
 - 10.1.7. any claim about the Affiliate Website.
 - 10.1.8. any breach of this Agreement.
- 10.2. The Company retains the right to engage in the defense of any matter at its own cost.

11. Force Majeure:

- 11.1. Neither party shall be responsible to the other for any delay or failure to meet its duties under this Agreement if such delay or failure results from a cause beyond such party's fair control which is not its own, including but not limited to labor conflicts, strikes, workplace disruptions, acts of God, acts of aggression, flooding, lightning, earthquake, utility or communications faults. If a force majeure incident happens, the non-performing group is excused from the performance that the force majeure event prevents, to the degree the performance is avoided. Provided, however, that if the force majeure case continues for more than thirty (30) days, either party can terminate the Agreement without warning.

12. Severability/Waiver:

- 12.1. Whenever practicable, each clause of this Agreement will be construed so that it is effective and permissible under applicable law; moreover, if any provision of this Agreement is found to be unconstitutional, unlawful, or unenforceable in any way, such provision will be ineffective only to the degree of such invalidity, illegality, or unenforceability, without invalidating the remainder of this Agreement. No relief would be inferred by actions or inability to enforce certain rights, and any waiver must be in writing in order to be successful.

13. Confidentiality:

- 13.1. All details of the Company, including but not limited to business and financial information, consumer and distributor lists, price and revenue information, including all information related to goods, documents, activities, business plans, procedures, product specifications, business know-how or reasoning, trade secrets, market prospects, and personal data, shall be handled confidentially. Such information must not be used for commercial or other uses, nor must it be disclosed to any individual or third party, either explicitly or implicitly, unless the Company's prior express and written approval is obtained. This clause shall survive the expiration of this Agreement.

14. Changes to Agreement:

- 14.1. The Company retains the right, at its own discretion, to amend, change, delete, or add to all of the clauses of this Agreement at any time and without prior warning to the Affiliate, according to the Terms set out in this Agreement. Any such modifications will be made public on riggedaffiliates.com.
- 14.2. In the event of a conflict with the definitions of any translated versions of this Agreement, the English language edition shall take precedence.

15. Commission Structure:

- 15.1. Commissions are calculated as a proportion of Net Revenue.
- 15.2. Net Revenue (applying to all products) is classified for Affiliates as: Admin Fee, Paid Bonuses, Jackpot Contributions, Applicable Gambling Tax.
- 15.2.1. Admin Fee - a monetary amount that includes the licensing fee, game provider fee, and platform fee.
- 15.2.2. Paid Bonuses - in this context refer to bonuses that have been charged to the customer rather than bonuses that have been given to the customer. The distinction is that a paid bonus is a form of bonus money in which the buyer has met the wagering criteria and/or received the funds in his/her real money pocket.
- 15.2.3. Gambling Tax - where applicable, is the amount of money charged to the authorities in the form of betting duties or taxes paid by the promoter, except corporate income tax or similar. The gambling tax only applies to taxes raised within the applicable jurisdictions and will be paid at the respective gambling authorities' taxation rates.
- 15.3. If a registered player wins money and the revenue share of a given month goes unfavorable, the negative amount will not be carried forward into the next month or subsequent months, and no deductions will be made of those subsequent months revenue share.

16. Language:

16.1. Please be mindful that the Affiliate Agreement was first written in English, and that if there is some misunderstanding or inconsistency between the English language version and any other language version, the English language version shall prevail.

17. Governing Law:

17.1. The legality, construction, and execution of the Affiliate Agreement, as well as any allegation, issue, or matter arising out of or in connection with the Affiliate Agreement or its enforceability, shall be regulated and construed in compliance with Malta law. Any Party irrevocably submits to the Malta Arbitration Centre, Malta, any claim, issue, or matter arising out of or related to the Affiliate Agreement and/or its enforceability.