

Please find below our terms and conditions to apply as a member of the Casino Revenues Affiliate Program (hereinafter the "Affiliation Program"). By submitting the application form or linking to the Site you are deemed to have agreed to be bound to the terms and conditions set out in this document, which has a form of a binding agreement (hereinafter the "Agreement"). If you don't agree with any part of these terms and conditions, please do not submit the application form or link to the Site. Please read this Agreement carefully, by registering for the Affiliation Program, accessing and utilizing any of our marketing tools (where applicable), or accepting any reward, bonus, or commission, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions set forth herein.

## 1. DEFINITIONS

**1.1 "Affiliate", "You" and "Your(s)"** means the individual or entity applying to, or participating in, the Affiliation Program.

**1.2 "Affiliate Website"** means any website, platform, social media channel, or other digital property owned, operated, or otherwise controlled by the Affiliate through which the Affiliate promotes the Sites.

**1.3 "Sub-Affiliates"** means all traffic generated via Your dedicated links and generated by a 3<sup>rd</sup> party You contacted and linked to the Sites.

**1.4 "Casino Revenues Partners", "We", "Us" and "Our(s)"** means the Casino Revenues Affiliate Program administrators and partners administering the Affiliation Program for Azur Casino, Banzai Casino and Arlequin Casino.

**1.5 "Site(s)"** mean Azur Casino, Banzai Casino or Arlequin Casino website(s)

**1.6 "Player(s)"** means a person that enters the Site(s) via your Tracker(s) and deposits a certain amount of money.

**1.7 "Tracker(s)"** means the unique tracking URL that We provide exclusively to You, during the term of this Agreement, through which We track Your efforts and calculate Your Advertising Revenue.

**1.8 "Banners and Text Links"** means the graphical artwork or text that will be directed to Our <https://www.azurcasino2.com>, <https://banzaicasino.com>, <https://www.arlequincasino.com>, through Your Tracker, to permit a Player to hyperlink from Your website to Our Sites.

**1.9 "Casino Net Revenue"** = Bets – Wins – Admin Fee –Bonuses –Money Added–Money Retracted - Jackpot contribution bets - Jackpot contribution wins  
Transactions & Chargebacks are generated on your Tracker(s) based solely on our log files.  
(Admin fee= License Fee + Game Provider Fee + Platform Fee)

**1.10 "Advertising Revenue"** refers to the marketing fee which is a percentage of Casino Net Revenue that is payable to you at the end of each calendar month. This amount is calculated after deducting (i) converted complementary points and (ii) fraudulent transactions, based solely on our system's data. The Advertising Revenue is a fixed percentage of the Casino Net Revenue, determined by the number of wagers made by players you refer to within a month. This percentage will be agreed upon with you before any players are referred, and will depend on factors such as the number of new players each month, the placement of banners and text links on your website, and other elements impacting Casino Net Revenue. The minimum guaranteed Advertising Revenue is 20%."

**1.11 "CPA Payment"** is the one-time payment for every Player that deposits over a predefined baseline amount. CPA Payment will be negotiated with You prior to sending any Players, depending on the monthly number of new Players, the position of Banners and Text Links on Your website, and/or other factors affecting the Casino's Net Revenue. If the minimum amount of Players is not met, the CPA amount will be lowered to an agreed sum.

**1.12 "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 Unsubscribe or Remove from mailing list option.

**1.13 "Fraud Traffic"** means Deposits or traffic generated at the Sites 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.

**1.14 “Fraudulent transaction”** means an uncollectible money transaction as a result of customer non-payment or fraudulent use, including but not limited to charge-backs and returns.

**1.15 “Applicable Laws”** means all laws, statutes, regulations, rules, ordinances, orders, judgments, decrees, or other legally binding requirements of any governmental or regulatory authority that apply to the parties or the subject matter of this Agreement, including but not limited to those related to licensing, data protection, anti-money laundering, and gambling regulation.

**1.16 “Confidential Information”** means any information, data, materials, trade secrets, business plans, financial information, player data, commission structures, proprietary technology, or other information of a confidential or proprietary nature disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), whether in writing, orally, electronically, or in any other format, and whether or not marked as confidential.

**1.17 “Data Protection Regulations”** means all applicable data protection and privacy laws and regulations, including the General Data Protection Regulation (EU) 2016/679 ("GDPR"), and, to the extent applicable, the data protection or privacy laws of any other relevant jurisdiction.

**1.18 “Restricted Territories”** means (i) any country or territory blacklisted or otherwise designated as high-risk by the FATF or any other institution dedicated to the prevention of money laundering or terrorist financing, (ii) any country sanctioned by the UN or the EU, in each case as updated from time to time, (iii) any jurisdiction in which the promotion of the Sites by the Affiliate or the acceptance of Players on Sites would be unlawful, (iv) any territory restricted under the applicable licensing terms of the relevant Site or (v) any other territory as may be notified by Us to You from time to time.

**1.19 “Intellectual Property”** means any intellectual property rights including but not limited to copyrights, trademarks, trade names, trade secrets, service marks, domain names, brands, logos, designs, business names, and registrations of either Party under this Agreement or any third-party.

## **WHEREAS**

**A.** This Agreement is for commercial use only, the Affiliate as well as their family members, friends, and associates may not make deposits, directly or indirectly, through their Tracker in order to increase incomes in a fraudulent way. Any action the Affiliate offers to the player(s) to make minimum deposits to increase the Affiliate’s income constitutes fraudulent and disloyal practices in the commercial relationship.

**B.** Casino Revenues Partners reserves the right to withhold CPA payment in cases where We notice that the method is being abused, or where Affiliates reward Players a part of the CPA amount in order to get them to sign up with one of the Sites. After being notified, if the Affiliate or Player(s) keeps on practicing them, We will disable the Affiliate account and, depending on the case, will inform others about the fraudulent practices of the Affiliate. CPA commissions may not be paid for the self-excluded players, whose change of status have occurred within 30 days of the FTD date or in the same billable month of the FTD date.

**C.** You will not register any domain names or register keywords, search terms, or other identifiers for use in any search engine, portal, sponsored advertising service, or other search or referral service that incorporates terms that are identical or similar to ‘Azur Casino’, ‘Banzai Casino’ and ‘Arlequin Casino’ or any other trademarks owned by Casino Revenues Partners. Casino Revenues Partners decision on whether any marketing is in breach of this clause shall be final and binding.

**D.** The Affiliate understands and agrees not to purchase or register/bid keywords, search terms, or other identifiers for use in any search engine, portal, sponsored advertising service, or other search or referral service which are identical or similar to any of the Property Sites. Casino Revenues Partners will be available to provide lists of such keywords, nevertheless, the Affiliate is solely responsible to carry out its activities diligently. Moreover, in cases of pay

per-click advertising (“PPC”), the Affiliate shall not include meta tag keywords in PPC promotions that are identical or similar to any trademarks or trade names of the Property Sites or their operated brands. A non-exhaustive list of forbidden keywords: Long-tailed keywords using anyhow a brand name also are prohibited. [Azur Casino] [Azur Casino Review] [Banzai Casino] [Banzai Casino Review] [Arlequin Casino] [Arlequin Casino Review] Long-tailed keywords using a brand name also are prohibited.

## **2. OUR RIGHTS AND OBLIGATIONS**

**2.1 Register your players.** We will register Your players and will track their play. We reserve the right to refuse customers (or to close their accounts) if necessary to comply with any requirements we may periodically establish as necessary.

**2.2 Track Players Play.** We will track Player's play and will provide You with remote online access to reports of customer activity and the Advertising Revenue generated.

**2.3 Pay a marketing Fee.** We will pay You the Advertising Revenue (defined above) that We earn from Players directed from Affiliate Website after they open an account with Us and based on real money Deposits.

**2.4 Abused activities.** We reserve the right to withhold CPA payment in cases where We notice that the method is being abused, or where Affiliates reward players a part of the CPA amount in order to get them to sign up with one of Our Sites.

**2.5 Prohibited Jurisdictions.** Due to commercial and legal reasons, We do not accept any Players with physical addresses in the United States of America and its territories. Likewise, we do not send any monthly payments or transfer funds to banks located in the United States of America and its territories.

**2.6 Modification.** We reserve the right to modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or updated terms and conditions on our Affiliation Program site. In the event of substantial and material changes to the terms of our Agreement, We will use Our best endeavours to notify you 30 days in advance where practicably possible. Modifications may include, for example, changes in the scope of available Advertising Revenue, fee schedules, and Affiliation Program rules.

IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE (WHICH WE WILL NOTIFY YOU OF) WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

## **3. AFFILIATE RIGHTS AND OBLIGATIONS**

### **3.1 Linking to the casino Sites**

By agreeing to participate in this Affiliation Program, you agree to create a unique link from your Affiliate Website to the Sites. You may link to us with one of our banners or with a text link. These are the only methods by which you may advertise on Our behalf. We reserve the right to terminate this Agreement immediately if there is any form of spamming or if You advertise Our Sites in any other unauthorized way. You shall not make any claims, representations, or warranties in connection with Us and You shall have no authority to, and shall not, bind Us to any obligations.

### **3.2 No Agency Appointment**

By this Agreement, We grant You the non-exclusive right to direct customers to our Sites and services, in accordance with the terms and conditions of this Agreement. This Agreement does not grant You an exclusive right or privilege to assist Us in the provision of services arising from Your referrals, and You expressly acknowledge that We have the right to contract with and obtain assistance from others at any time to perform services of the same or similar nature

as Yours. You shall have no claims to Advertising Revenue or other compensation on business secured by or through persons or entities other than You.

### **3.3 Approved Layouts**

Without Our prior written approval, You will only use Our approved banners and will not alter their appearance in any way. The appearance and syntax of the hypertext transfer link are designed and designated by Us and constitute the only authorized and permitted representation of Our Sites.

### **3.4 Good Faith**

You will not benefit from known or suspected traffic not generated in good faith whether or not it actually causes Us damage. We reserve the right to retain all amounts due to You under this Agreement if We have reasonable cause to believe that such traffic has been caused with Your knowledge. Even if You have not knowingly generated such traffic, We reserve the right to withhold Advertising Revenue with respect to such traffic if We reasonably suspect that you should have had such knowledge.

### **3.5 Responsibility for Affiliate Website**

You will be solely responsible for ensuring that materials posted on your Affiliate Website are not libelous or otherwise illegal. We disclaim all liability for these matters. Further, You will indemnify and hold Us harmless from all claims, damages, and expenses (including, without limitation, attorneys fees) relating to the development, operation, maintenance, and contents of your Affiliate Website.

### **3.6 Intellectual Property Marks**

We hereby grant You a non-exclusive, non-transferable license, during the term of this Agreement to use Our Intellectual-Property Marks (licensed, in turn by Us, from their owner) solely in connection with the display of the banners on your Affiliate Website. This license cannot be sub-licensed, assigned, or otherwise transferred by You. Your right to use the marks is limited to and arises only out of this license to use the banners. You shall not assert the invalidity, unenforceability, or contest the ownership of the marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice Our or our licensor's rights in the marks, render the same generic or otherwise weaken their validity or diminish their associated goodwill.

### **3.7 Regulation and Compliance**

The Affiliate shall at all times comply with all Applicable Laws, regulations, licence conditions, and codes of practice issued by any relevant regulatory authority that apply to the Affiliate's activities under this Agreement, including those relating to gambling advertising, data protection, anti-money laundering, and consumer protection.

The Affiliate shall ensure that all marketing and promotional activities carried out in connection with the Sites uphold the following principles:

- i. Gambling is not promoted in a misleading, irresponsible, or socially harmful manner;
- ii. Marketing materials are not directed at, and do not appeal to, individuals under the age of 18. The Affiliate must not feature or target minors in any promotional content;
- iii. No promotional materials are directed at individuals who have self-excluded from gambling or who are otherwise identified as vulnerable players; and
- iv. The Sites are not promoted in any Restricted Territory.

The Affiliate shall ensure that its Affiliate Website(s) do not contain or link to any content that is obscene, pornographic, violent, discriminatory, defamatory, or that promotes or facilitates unlicensed gambling, criminal activity, or terrorism.

### **3.8 Data Protection**

The Affiliate shall only send direct marketing communications to individuals who have provided valid, and GDPR-compliant consent in accordance with applicable data protection laws.

The Affiliate agrees that all marketing communications must include a clear and functional opt-out or unsubscribe mechanism that allows recipients to easily withdraw their consent at any time.

The Affiliate shall at all times comply with all applicable Data Protection Regulations in connection with any Personal Data processed in the course of its activities under this Agreement, including in respect of any marketing communications sent to prospective Players. The parties acknowledge that, in relation to Personal Data of Players, the Casino Revenues Partners act as the data controller. The Affiliate shall not collect, access, or otherwise process any Personal Data of Players referred to the Sites unless expressly authorised to do so by Us in writing, and shall in any event do so strictly in accordance with applicable Data Protection Regulations.

The use of personal information shall be solely for the following purposes: (a) setting up and administering the Affiliate Account; (b) performing its obligations under this Agreement; (c) verifying compliance with this Agreement and Applicable Law; and (d) detecting and investigating fraud or abuse.

### **3.9 Sub-Affiliates**

The Affiliate may introduce sub-affiliates subject to the Our prior written approval provided that the Affiliate shall procure that all such Sub-Affiliates comply with the terms and conditions of this Agreement. The Affiliate shall remain fully liable and responsible for the acts and omissions of its Sub-Affiliates, including but not limited to any direct and indirect claims, damages, costs or liabilities arising from their conduct. We shall bear no responsibility or liability whatsoever for the activities of any Sub-Affiliate introduced by the Affiliate.

## **4. PAYMENTS AND FEES**

### **4.1 Charge-backs**

All charged back amounts will be deducted from Your Advertising Revenue payment or the reserved funds. Chargeback fees will be paid to credit card companies and will be administered by Us.

### **4.2 Advertising Revenue Payment**

We will pay You Advertising Revenue on a monthly basis, by the 15th day of the next calendar month. If you fail to generate the minimum amount of €300 in Advertising Revenue in a certain month, the earned amount will be forwarded to the next calendar month. All payments will be due and paid in Euro (EUR) currency, and any conversion from other currencies is done at the exchange rate applied by Our system at the time of calculation. In case of a negative balance, negative carryover will not be performed. Advertising Revenue will be based upon calculations generated by the affiliate tracking links in the system. The exact payment method is chosen by the Affiliate through a prior mutual agreement with Us. In the event that an Affiliate wishes to request payment of less than the minimum threshold of €300, this should be discussed and agreed with the Affiliate Manager.

### **4.3 Big Winner Policy**

During any calendar month, if any specific Player accumulates wins of at least EUR 20,000, this Player will be considered a large winner (the "Big Winner") and will be covered by the Big

Winners Policy as follows: The player will be isolated from the Affiliate pool of players and the negative revenue from this specific player will not affect the overall commissions from the other players during that given calendar month. The negative revenue created by this Big Winner will separately be carried forward and counted against the future revenue generated by this Big Winner. The player will remain separated, and the negative balance will be adjusted by potential future positive revenue generated by the same player until the full amount of the negative balance has been satisfied and/or fulfilled. In such a case the player will then be returned to the Affiliate pool of players to continue to generate future commission for the Affiliate. The Affiliate will be notified of any Big Winner player at the latest within five (5) working days of the following month. Each Big Winner occurrence will be treated individually. Progressive wins do not fall into this category as this payout is taken from progressive funds pool.

#### **4.4 Cryptocurrency Payments**

We may, at Our sole discretion, pay approved commissions or other amounts payable under this Agreement in cryptocurrency, including USDT or USDC, subject to verification, compliance checks, payment eligibility review and the Affiliate's provision of a valid wallet address on a blockchain network supported by Us.

The Affiliate is solely responsible for providing accurate wallet and network details and for ensuring that receipt of cryptocurrency payments is lawful in the Affiliate's jurisdiction. We shall not be liable for any loss, delay, non-receipt, failed or irreversible transaction, incorrect wallet address, unsupported network, wallet issue, blockchain congestion, third-party exchange issue, network fee, conversion fee or any other cost or loss arising from or related to cryptocurrency payments.

Unless otherwise agreed in writing, cryptocurrency payments shall be calculated based on the fiat value of the approved amount at the time We process the payment, using an exchange rate or pricing source determined by Us at Our sole discretion. Any applicable transaction, network, exchange or conversion fees may be deducted from the amount payable.

All cryptocurrency payments are final and irreversible once transmitted. We reserve the right, at any time and at Our sole discretion, to refuse, delay, suspend, cancel or discontinue cryptocurrency payments and to require an alternative payment method or additional documentation before processing payment.

### **5. TERM AND TERMINATION**

#### **5.1 Term**

The term of this Agreement will begin when You create a unique link to Our Sites and will be continuous indefinitely unless and until either party notifies the other in writing that it wishes to terminate the Agreement, in which case this Agreement may be terminated with 30 days prior written notice, at any time. TERMINATION IS AT WILL, FOR ANY REASON, BY EITHER PARTY.

For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification.

#### **5.2 Consequences upon termination**

Upon termination of this Agreement for any reason, You must remove all of Our banners/icons from your Affiliate Website and disable the link from your Affiliate Website to Ours. All rights and licenses given to You under this Agreement shall immediately terminate. You shall immediately cease all use of Our brand assets and Intellectual Property and remove all promotional content from Your websites and marketing channels.

The Affiliate shall return, delete, or permanently destroy all proprietary materials and Confidential Information received from Us, and shall, upon request, provide written confirmation of such destruction or deletion.

Upon termination, If You have failed to fulfill Your obligations and responsibilities, We reserve the right to withhold payment to You of the Advertising Revenue otherwise owing to You or to make deductions to cover any losses caused by such failure. We may withhold Your final payment for a reasonable period of time to ensure that the correct amount is paid in full. If we continue to permit play from customers after termination, this will not constitute a continuation or renewal of this Agreement or a waiver of termination.

### **5.3 Termination for Cause**

We reserve the right to terminate this agreement with immediate effect in the event that You breach any terms of this Agreement or any Applicable Laws.

WE MAY TERMINATE THIS AGREEMENT IF WE DETERMINE (IN OUR SOLE DISCRETION) THAT YOUR SITE IS UNSUITABLE. Unsuitable sites include those that: are aimed at children, display child pornography, or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, violate intellectual property rights.

### **5.4 Suspension and Inactivity**

For the avoidance of doubt, the provisions relating to inactivity, lack of communication, failure to provide corporate or ownership verification documents, and performance failure shall apply to all Affiliate accounts, including accounts which, as of the effective date of the relevant updated Terms and Conditions, are already inactive, dormant, non-communicative, unverifiable, non-performing or otherwise in breach of the Affiliate's ongoing obligations under this Agreement.

Where, as of the effective date of the updated Terms and Conditions, an Affiliate has failed to maintain direct and meaningful communication with Us for a continuous period of six (6) months or more, has failed to provide satisfactory documentation in connection with any corporate, ownership, beneficial ownership, payment beneficiary or account transfer, or has failed to deliver any First Time Depositor, new depositing Player, qualifying Player or other agreed performance metric for a continuous period of six (6) months or more, We may immediately classify such account as inactive, dormant, unverifiable or non-performing.

In such circumstances, We reserve the right, at Our sole discretion and without further liability to the Affiliate, to suspend, restrict, close or terminate the Affiliate account with immediate effect and to withhold, cancel, forfeit or retrospectively void any unpaid, pending, accrued or future Advertising Revenue, CPA Payment, commission, bonus, reward or other amount otherwise payable to the Affiliate, including amounts generated or accrued prior to the effective date of the updated Terms and Conditions, to the fullest extent permitted by applicable law.

The Affiliate acknowledges and agrees that continued communication, verifiable legal and beneficial ownership, valid payment entitlement, and continued commercial performance are continuing and material obligations under this Agreement, and that any failure to comply with such obligations may affect the Affiliate's eligibility to participate in the Affiliation Program and to receive any payment.

## **6. INDEMNITY**

You shall defend, indemnify, and hold Casino Revenues Partners, their directors, officers, employees, and representatives harmless from and against any and all liabilities, losses,

damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with: (a) Any breach by You of any warranty, representation, or terms contained in this Agreement; (b) The performance of Your duties and obligations under this Agreement; (c) Your Negligence or any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorized use of Our banners and link of this Affiliation Program.

## **7. DISCLAIMERS**

We make no express or implied warranties or representations with respect to the Affiliation Program, Casino, or marketing fee payment arrangements (including, without limitation, their functionality, warranties of fitness, merchantability, legality, non-infringement, or any implied warranties arising of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our sites will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

## **8. RELATIONSHIP OF PARTIES**

The Affiliate and the Casino Revenues Partners are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on behalf of Us. You will not make any statement, whether on your Affiliate Website or otherwise, that reasonably would contradict anything in this paragraph.

## **9. LIMITATION OF LIABILITY**

We shall not be liable for any indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Affiliation Program, even if We have been advised of the possibility of such damages. Further, Our aggregate liability arising with respect to this Agreement and the Affiliation Program will not exceed the total Advertising Revenue paid or payable to You under this Agreement. Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to a person or entity not a party to this Agreement. Any liability arising under this Agreement shall be satisfied solely from the Advertising Revenue fee generated and is limited to direct damages.

## **10. INDEPENDENT ADVICE**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANYTIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE OR CONTRACT WITH WEBSITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEBSITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY AND LEGALITY IN YOUR RESIDING JURISDICTION OF PARTICIPATING IN THIS AFFILIATION PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

## **11. MISCELLANEOUS**

### **11.1 Governing Law**

This Agreement, and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of Saint Lucia. The parties irrevocably agree that

the courts of Saint Lucia shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

### **11.2 Non-Waiver**

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. None of our employees, officers, or agents may verbally alter, modify or waive any provision of this Agreement.

### **11.3 Remedies**

Our rights and remedies hereunder shall not be mutually exclusive, i.e., the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. You acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision of this Agreement, the respective rights, and obligations of the parties may be enforceable by specific performance, injunction, or other equitable remedies. Nothing contained in this Agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of this Agreement, it is the intent of this provision to make clear that our respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

### **11.4 Waiver**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof. No waiver will be implied from conductor failure to enforce any rights and must be in writing to be effective.

**IN WITNESS WHEREOF**, you expressly agree to the terms and conditions of this Agreement  
By downloading our banner and creating a link from your site to ours.  
Version: 0.0.3 Date 29. May 2026