

Please find below our terms and conditions to apply as a member of the AzurCasino Affiliate Program. Please read this agreement carefully.

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. 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.

## **1. DEFINITIONS**

1.1 "Site(s)" mean AzurCasino or BanzaiSlots website(s) located at <https://www.AzurCasino2.com> and <https://www.BanzaiSlots.com> and <https://www.ArlequinCasino.com> and their related pages.

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

1.3 "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.

1.4 "Banners and Text Links" means the graphical artwork or text that will be directed to our Sites home page at <http://www.AzurCasino.com> and <https://www.BanzaiSlots.com>, <https://www.ArlequinCasino.com> through your Tracker, to permit a Player to hyperlink from your website to our Sites.

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

1.6 "Advertising Revenue" is the percentage of Casino Net Revenue less (i) converted complementary points and (ii) fraudulent transactions, due and payable to you, at the end of each calendar month, based solely on our system's data. The Advertising Revenue will be a fixed monthly percentage of the "Casino Net Revenue" according to the amount of wagers made by players you send within 1 month of activity.

The Advertising Revenue will be negotiated with you prior to sending any Players, depending on the monthly number of new Players, position of Banners and Text Links on your website and/or other factors affecting the Casino Net Revenue. Minimum guaranteed Advertising Revenue is 10%.

"1.7 "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, position of Banners and Text Links on your website and/or other factors affecting the Casino Net Revenue. If the minimum amount of players is not met, CPA amount will be lowered to agreed sum.

1.8 “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.

1.9 “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.

1.9.1 This agreement is for commercial use only, the affiliate as well 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 incomes constitutes fraudulent and disloyal practices in the commercial relationship.

1.9.2 CasinoRevenues 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, it will inform others about the fraudulent practices of the affiliate.

1.9.3 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 incorporate terms which are identical or similar to ‘Casino Revenues’ or any other trademarks owned by Casino Revenues. Casino Revenues decision on whether any marketing is in breach of this clause shall be final and there shall be no appeal from such decision.

1.9.4 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 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 which are identical or similar to any trademarks or trade names of the Property Sites or their operated brands.

**Non exhaustive list of forbidden keywords:**

Long-tailed keywords using anyhow a brand name also are prohibited.

[Azur Casino] [AzurCasino]

[Azur Casino Avis] [AzurCasino Avis]

[Arlequin Casino] [ArlequinCasino]

[Arlequin Casino Avis] [ArlequinCasino Avis]

[Banzai Slots Casino] [Banzai Slots Casino]  
[Banzai Slots ] [Banzai Slots]  
[Banzai Slots Casino Avis] [BanzaiSlots Casino Avis]  
[Banzai Slots Avis] [BanzaiSlots Avis]

Long-tailed keywords using a brand name also are prohibited.

1.10 “Sub-Affiliates” means all traffic generated via your dedicated links and generated by a 3rd party you contacted and linked to the sites.

1.11 “Fraudulent transaction” A fraudulent transaction is defined as an un-collectable money transaction as a result of customer non-payment or fraudulent use, including but not limited to charge-backs and returns.

1.12 »Casino«, »Us«, »We« means Azur Casino and Banzai Slots.

## **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.

### **2.2 Track Players Play**

We will track Players 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 Advertising Revenue (defined above) we earn from players directed from your site after they open an account with us and based on real money Deposits..

2.4 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 clients.

2.5 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 may 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 a new agreement on our site. 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. YOUR RIGHTS AND OBLIGATIONS**

#### **3.1 Linking to the casino client**

By agreeing to participate in this affiliation Program, you agree to create a unique link from your site to the Sites. You may link to us with one of our banners or with a text link. With our written permission, you may link directly to our downloadable .exe file. These are the only methods by which you may advertise on our behalf. We will 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 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 we obviously intend to contract with and obtain the 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. 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.

#### **3.5 Responsibility for Your Site**

You will be solely responsible for ensuring that materials posted on your site 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 site.

### 3.6 License to use Marks

We hereby grant to 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 site. 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.

## 4. PAYMENTS AND FEES

### 4.1 Charge-backs

All charged back amounts will be deducted from your payment or the reserved funds. Chargeback fees will be paid to credit cards companies and will be administered by us.

### 4.2 Fee Payment

We will pay you Advertising Revenue on a monthly basis, by the 15th of the next calendar month. If you fail to generate the minimum amount of €300 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. In case of a negative balance, negative carry over will not be performed. Advertising Revenue will be based upon calculations generated by the affiliates tracking links in the system.

The exact payment method is chosen by the affiliate through a prior agreement with Us. In the event that an Affiliate wishes to request a payment of less than the minimum threshold of €300, this should be discussed and agreed with the Affiliate Manager.

### 4.Special cases

During any calendar month, if one specific player accumulates wins of at least EUR 40,000, this player will be considered a large 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 latest five (5) working days in 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 a progressive funds pool.

## **5. TERM AND TERMINATION**

5.1 The term of this Agreement will begin when you create a unique link to our sites 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 may be terminated immediately. **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 Upon termination:**

You must remove all of our banners/icons from your site and disable the link from your site to ours.

All rights and licenses given to you in this Agreement shall immediately terminate.

If you have failed to fulfill your obligations and responsibilities, we will not pay you the Advertising Revenue otherwise owing to you on termination.

We may withhold your final payment for a reasonable period of time to ensure that the correct amount is paid.

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 Confidential Information**

**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.

## **6. INDEMNITY**

You shall defend, indemnify, and hold Casino, 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 agreement 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 or 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 out 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**

You and we 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 site or otherwise, that reasonably would contradict anything in this paragraph.

## **9. LIMITATION OF LIABILITY**

We 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 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 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 any person or entity not a party to this Agreement. Any liability arising under this Agreement shall be satisfied solely from the marketing fee generated and is limited to direct damages.

## **10. INDEPENDENT INVESTIGATION**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE OR CONTRACT WITH WEB SITES

THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. 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**

The laws of Curacao, without reference to rules governing choice of law, will govern This Agreement. Any action relating to this Agreement must be brought in Curacao and you irrevocably consent to the jurisdiction of its courts.

### **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 remedy. 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 being 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 conduct or 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.



