

Affiliate Terms & Conditions

The affiliate program is provided by Advanced Systems & Technologies Ltd. (hereinafter The Company), a company incorporated under the laws of Belize, with registration number 000027453 and having its registered office at 123 Barrack Road, Belize District, Belize.

It is important that you (the “Affiliate”, “You”) read and understand these Terms and Conditions and Privacy Policy before using these services.

By completing the affiliate application to the affiliate program and clicking I have read and agree to the affiliate terms and conditions (the terms) within the registration form, you (hereinafter the Affiliate) hereby agree to participate in the affiliate program and abide by all the terms and conditions set out in this agreement.

The Company reserves the right to amend, alter, delete or extend any provisions of this agreement, at any time and at its sole discretion, without giving any advance notice to the affiliate subject to the terms set out in this agreement.

If you do not agree to the following Terms and Conditions and Privacy Policy, you should discontinue your application.

Definitions

Admin Fee: Means the value which contains Games and Platform costs, Transaction Costs, Jackpot Contributions and operating costs. The Admin Fee is 25% and will be deducted from Gross Gaming Revenue before Revenue Share is calculated.

Agreement: Means (i) all the terms and conditions set out in this document, (ii) the terms and conditions of the Commission Structures applicable to the different products, (iii) the Privacy Policy, and (iv) any other rules and/or guidelines of the Company and/or the Operator Website made known to the Affiliate from time to time.

Affiliate: Means you, the person or entity, who applies to participate in the Affiliate Program.

Affiliate Application: Means your application to join the Affiliate Program via the Affiliate Program website.

Affiliate Payment: Means any Revenue Share, Hybrid Payment and/or CPA Payments.

Affiliate Program: Means the Affiliate Program operated by any brands owned and/or used by The Company.

Affiliate Website(s): Means one or more website(s) on the Internet which are maintained and operated by the Affiliate.

Chargeback: The reversal of a payment made previously to the Operator Website by a Customer or the credit card-issuing bank or any other third-party payments solution provider. Chargebacks are regarded as Fraud for the purposes of calculating net revenues.

Commission: Means the percentage of the Net Gaming Revenue, or, where applicable, a fixed amount for a New Depositing Customer (CPA structure) as set out in the Commission Structures.

Commission Structure: Means the commission structure contained under Clause 17 below or any specific commission structure expressly agreed between the Company and the Affiliate.

Confidential Information: Means any information of commercial or essential value for any of the Parties such as, but without limitation, financial reports and condition, trade secrets, know-how, prices, business information, products, strategies, databases, information about New Customers, other customers and users of the Operator Websites, technology, marketing plans and manners of operation.

CPA Deal: Means a Cost-Per-Acquisition deal, whereby The Company pays You a predetermined amount for each Referred Player.

Customer/Player: An individual referred or directed by You in any appropriate manner to a Product offered by The Company who can be linked to Your (or Your organization's) Affiliate account and/or identity who registers a Customer account with the Operator Website. By opening an account with the Operator Website, that Player will become Our customer and must comply with all Our applicable rules, policies, and operating procedures.

Campaigns: CPA's or Revenue share from any campaigns that have not been agreed upon, will not be paid for. This includes adult, brand bidding, incentive traffic, amongst others. Any form of advertising must be agreed between both parties prior to the campaign launch. Any activity/performance coming from adult traffic, brand bidding, incentivized traffic, misleading or false promotional information will not be remunerated.

Fraud: Any form of fraud committed by a Referred Player, which in the sole opinion of The Company, is deliberately practiced by a Referred Player and/or an Affiliate in order to secure a real or potential, unfair or unlawful gain, including but not limited to:

- Fraud costs;
- Chargebacks;
- Bonus abuse by a Referred Player or group of Referred Players;
- Your (or a third party's) encouragement to a Referred Player to abuse Our bonus offers;
- Collusion on the part of the Referred Player with any other Referred Player;
- Your (or a third party's) offering or providing unauthorized incentives (financial or otherwise) to Players to encourage them to sign up;

- Dropping or stuffing cookies.

Fraud Costs: The costs incurred (financial or otherwise) by the Company as a direct or indirect result of Fraud committed by You, Your employees, Sub-Affiliates, business partners, Customers, and/or third parties linked to Your affiliate Account to whom You, as an Affiliate, have introduced to the Company.

Gross Gaming Revenue: Means All Player bets minus All player winnings.

Intellectual Property: Means any copyrights, patents, trademarks, service marks, inventions, domain names, brands, business names, utility brands, rights in computer software, source codes, rights in databases and know-how, design rights, confidential information, registrations of the aforesaid and/or any other rights in the nature of the aforesaid.

Links: Means Internet hyperlinks from the Affiliate Website(s) to the Operator Websites.

Net Revenue: Means All Player bets less (a) All Player winnings, (b) administration fees, (c) player bonuses, (d) fraud costs, (e) charge-backs, (f) returned stakes and (g) monies paid out as duties or taxes; and for the avoidance of doubt, all amounts referred to above are only in relation amounts generated from New Customers referred to the Operator Websites by the Affiliate Website(s).

Operator Website: The website www.puppybet.com, or any other online gaming websites operated by The Company.

Payment Provider Fees: Means the expense the Company must pay each time it processes an electronic payment for a customer transaction. The fees vary across payment provider and markets, in most cases 3-4% payment fees will be applied per transaction.

Parties: Means either The Company or the Affiliate (each a Party).

Player Bonuses: Means any bonuses and/or loyalty bonuses credited to a Player.

Privacy Policy: Means the Operator Website privacy policy, which can be found by clicking the link named "Privacy Policy" in the footer of the Operator Website.

Progressive Contributions: A percentage of revenue generated on any progressive game that is paid over by Us into the network's progressive pool.

Revenue Share Deal: Means a deal where You receive commission through a revenue share model that is tracked on Myaffiliates.

1. Introduction

1.1 The Company is responsible for the marketing services of the online gaming activities offered through the Operator Website.

1.2 The Affiliate maintains and operates the Affiliate Website(s).

1.3 This Agreement sets out the general terms and conditions of the Affiliate Program and is entered into between the Company and the Affiliate.

1.4 By completing and accepting the Affiliate Application, the Affiliate accepts and agrees to abide by all the terms and conditions of the Agreement.

1.5 This Agreement shall be binding on the Affiliate once the Affiliate Application has been submitted but shall not be binding or enter into effect in relation to the Company until the Company approves the Affiliate Application.

2. Acceptance of Affiliate

The Company shall evaluate the Affiliate Application and shall notify the Affiliate in writing (email) whether the Affiliate Application is accepted or not. The Company reserves the right to refuse any registration in its sole and absolute discretion.

3. Qualifying Conditions

The Affiliate represents and warrants that:

- (a) It has, and will retain throughout the term of this Agreement, title and authority to enter into this Agreement, to grant the rights, and perform all its obligations herein.
- (b) It has obtained and will maintain in force all necessary registrations, authorizations, consents, and licenses necessary to fulfill its obligations.
- (c) It fully understands and accepts the terms and conditions of this Agreement.

4. Responsibilities and Obligations of the Company

4.1 The Company shall provide the Affiliate with all information and marketing material necessary for implementing the Links.

4.2 The Company shall administer the turnover generated via the Links, record the net revenues, provide commission statistics, and handle customer service. A unique tracking identification code will be assigned to all referred customers.

4.3 The Company shall pay the Affiliate its commission subject to the terms and conditions of this Agreement.

5. Company's Rights to Refuse or Close Accounts

5.1 The Company may refuse any applicant New Customer or close a New Customer's account if it is deemed necessary to comply with policy or protect the Company's interests.

5.2 The Company may refuse any applicant Affiliate or close any Affiliate's account if necessary to comply with policy or protect the Company's interest. If the Affiliate is in breach of this Agreement, the Company may take further legal action.

6. Responsibilities and Obligations of the Affiliate

6.1 The Affiliate agrees to:

- (a) Market and refer potential players to the Operator Website at its own risk, cost, and expense.
- (b) Comply with applicable laws and the Company's guidelines.
- (c) Maintain the Affiliate Website(s) and ensure compliance with marketing standards.
- (d) Use only links provided within the scope of the Affiliate Program.
- (e) Avoid targeting underaged individuals, prohibited jurisdictions, or using illegal or fraudulent methods to generate traffic.
- (f) Not register as a player or deposit directly or indirectly into a player account through its tracker(s) for personal or third-party use.
- (g) Not engage in PPC, sponsored links, or SEO tactics using the Company's trademarks without consent, including but not limited to: brand bidding, registering or using any domains with confusingly similar names to the Company Brands or any associated 3rd party companies, copying the "look and feel" of sites or software, using any Company marks, branding or logos except as expressly permitted by this Agreement.

6.2 The Company reserves the right to freeze an Affiliate's account and/or deduct earnings if traffic is deemed fraudulent or in breach of this Agreement.

6.3 The Company reserves the right to remove fraudulent or abusive player accounts.

7. Payment

7.1 The Company agrees to pay the Affiliate the Commission, inclusive of any applicable tax.

7.2 Commission is calculated monthly and paid by the 20th of the following month if it exceeds the €250 threshold.

7.3 The Company reserves the right to adjust commission payments in case of errors.

7.4 If an Affiliate disputes the balance, they must notify the Company within 30 days.

7.5 The Company may withhold payments for up to 180 days for investigations.

7.6 No payments will be made if traffic is deemed illegal or fraudulent.

7.7 The Affiliate must return commissions received from fraudulent transactions and indemnify the Company for related costs.

7.8 High Roller Policy applies if a customer generates negative net revenues in any given month of at least ten thousand Euro (€10,000) and if the aggregated net revenue for that affiliate in that month is negative five thousand Euro (€5,000) or greater.

High Roller Policy

7.8.1 The negative Net Revenue generated by the High-Roller will be carried forward and offset against future Net Revenue generated by that same High-Roller;

7.8.2 The set-off shall be exclusive to the balances attributed to the customer generating the negative net revenue and cannot be set-off against other Customers' Net Revenue;

7.8.3 The negative balance of a High-Roller will be reduced by future positive Net Revenue that they generate in subsequent months;

7.8.4 A negative balance will not be increased by future negative Net Revenue unless the High-Roller meets the qualifying criteria in subsequent months.

8. Affiliate Website(s) and the Links

8.1 The Affiliate acknowledges that the Company does not guarantee uninterrupted access to the Operator Website.

8.2 Links shall be prominently displayed on the Affiliate Website(s).

8.3 The Company may monitor the Affiliate Website(s) for compliance.

8.4 The Affiliate shall not register or purchase domain names, keywords, or advertising identifiers similar to the Operator's trademarks.

8.5 The Affiliate must comply with data protection regulations.

9. Termination

9.1 Either Party may terminate this Agreement with 30 days' written notice.

9.2 Upon termination:

(a) The Affiliate must remove all references to the Operator Website.

(b) Rights granted under this Agreement cease immediately.

(c) The Affiliate will only receive commissions earned before the termination date.

(d) If terminated due to a breach, the Company may withhold commissions.

- (e) The Affiliate must return Confidential Information.
- (f) The Affiliate releases the Company from obligations post-termination, except those intended to survive termination.

10. Liabilities and Indemnification

10.1 The Company shall not be liable for economic losses, indirect or consequential damages, or reputational harm.

10.2 The Affiliate agrees to indemnify the Company from claims arising from:

- (a) Breach of the Agreement.
- (b) Misuse of marketing material or intellectual property.
- (c) Conduct occurring under the Affiliate's credentials.
- (d) Content on the Affiliate Website(s) violating laws or third-party rights.
- (e) Violations of this Agreement or applicable laws.

11. Confidentiality

11.1 Confidential Information must not be disclosed or used without prior written consent.

11.2 This clause survives termination.

12. Intellectual Property

12.1 This Agreement does not transfer any Intellectual Property Rights.

12.2 The Company retains all Intellectual Property Rights created under this Agreement.

12.3 No Party shall challenge the other's Intellectual Property Rights.

13. Relationship of the Parties

This Agreement does not create an employment, agency, partnership, or joint venture relationship.

14. Miscellaneous

14.1 The English version of this Agreement prevails over translations.

14.2 If any provision is invalid, it will be replaced with a valid provision serving the same purpose.

14.3 No waiver of rights shall be implied without written confirmation.

14.4 Notices shall be sent via email to affiliates@advancedsystemstechnologiesltd.com.

14.5 The Affiliate may not assign this Agreement without the Company's consent.

15. Amendments

The Company may amend this Agreement at any time. Continued participation constitutes acceptance of new terms.

16. Governing Law & Jurisdiction

This Agreement is governed by the laws of Belize. Any disputes shall be resolved in the courts of Belize.

17. Commission Structure

- Revenue Share: Starts at 30%.
- CPA Deals: Starts at €100 with a baseline of €25 on cumulative deposits and €25 cash turnover.
- Hybrid Deals: Starts at 30% Revenue Share and €50 CPA with the same baseline as CPA Deals.

This Agreement represents the entire understanding between the Parties and supersedes any prior agreements. The Affiliate acknowledges that they have read, understood, and agreed to these terms and conditions.