

COSMOLOT PARTNER PROGRAM TERMS AND CONDITIONS

These Cosmolot Affiliate Program Terms and Conditions ("Rules") constitute an agreement between you ("Affiliate") and a company using the Cosmolot brand ("Company", "Cosmolot" or "We"), on the conditions further described in the Rules and on website <https://cosmolot.partners/> ("Affiliate Program").

By registering in the Affiliate Program, accessing or using any of our marketing tools, or accepting any reward, bonus, or commission, whether contained in the Rules or elsewhere in our Affiliate Program, the Affiliate is deemed to have read understood, and agreed to the Rules.

For your convenience, We have moved most of the legal nuances to the end of the Rules, but this does not mean that they cease to be valid. Therefore, we urge you to familiarize yourself, including with them, before starting our cooperation.

I GENERAL CONDITIONS

1. Basic principles of work, the safety of data and account

1. The Affiliate is obliged to comply with all provisions of these Rules.
2. Cosmolot reserves the right to revise and change the Rules without the consent of the Affiliate and without a prior notice. The Rules published on the Affiliate Program website are considered valid. There is no tracked chronology of changes to the Rules.
3. Cosmolot may refuse to cooperate with any Affiliate without giving a reason.
4. By registering in the Affiliate Program, the Affiliate confirms that he/she is 18 or older.
5. Login and password are created to access the Cosmolot Affiliate Program system. The responsibility for protecting this data from third parties, as well as for the consequences of any unauthorized use of it, lies solely with the Affiliate. We recommend using two-factor authentication to protect the Affiliate Account in the Affiliate Program.
6. The Affiliates obliged to report any unauthorized use of his Account in the Affiliate Program.
7. Sale or transfer of Accounts to third parties without prior approval from Cosmolot is strictly prohibited.
8. Cosmolot does not cooperate with affiliates from the Russian Federation and the Republic of Belarus.

2. Traffic, sources and restrictions

1. We can at any time request information about the Affiliate's traffic sources:
 - for websites, you must specify a URL (or alternative domain path);
 - for media/arbitrage traffic - an example of an ad and a screenshot of the advertising account;
 - for mailing lists — add the e-mail address affiliates@cosmolot.partners to the mailing list, as well as show texts and letter templates;
 - for public posts on social networks, streaming channels or mobile applications - the use the correct links.
2. If the advertisement uses languages not used in the Affiliate Program, the Affiliate is obliged to translate it upon request.
3. If the Affiliate refuses to provide information about the sources, Cosmolot reserves the right to suspend payments to the Affiliate.
4. The Affiliate Program uses the “Last cookie wins” rule. This means that the Player (as defined below) will be assigned to the Affiliate whose advertisement led to the Player's registration at the Casino (as defined below) latter.
5. The Affiliate Program allows Affiliates to send emails to Players using the Affiliate's own contact databases, only if the source of this data is indicated. The text of the e-mail must be approved in advance by the Affiliate Program and sent by a third party.
6. Attracting Players using spam mailings is prohibited.
7. The use of Brand Traffic by Affiliate is prohibited. Brand traffic is a traffic generated by requests containing the names of Cosmolot projects in various variants, including those with errors (typos). This definition also includes sites with a copied or similar design to the original. It is strictly forbidden to use Cosmolot project names or Cosmolot names with numbers that may look like a project mirror, for example, for Brand traffic.
8. The use of incentivized traffic is prohibited by the Affiliate Program.
9. It is prohibited for the Affiliate to use targeting, platforms, texts or other aiming to reach persons who are under the age of 18 and / or are located in a territory where gambling is prohibited.
10. It is prohibited to offer any money back/refund or similar programs other than the programs offered in the Projects.
11. If We become aware of the use by the Affiliate of inconsistent texts for email newsletters, branded traffic, spam mailings, incentivized traffic or other actions prohibited by the Rules, We will terminate our cooperation and close Your Account without paying the funds accumulated on it.
12. The Affiliate is solely responsible for all risks, costs and expenses incurred by him within performance of his obligations.

3. Commissions, Negative Balance Carryover and Sub-Affiliates

1. The standard commission program is dynamic RevShare from 20% to 40%, which is calculated by the formula: $NGR = [Bets - Wins - (Issued bonuses - Canceled$

bonuses) - (Positive corrections - Negative corrections)] - [Stakes - Winnings - (Issued bonuses) – Canceled bonuses) – (Positive corrections – Negative corrections)]*Admin Fee%. Revshare=NGR*%Affiliate's Revshare.

2. In the Affiliate Program, you can work on the CPA and Hybrid programs (CPA + RevShare). These programs are set on a case-by-case basis by agreement between Cosmolot and the Affiliate, and may be canceled at any time within 24 hours of notifying the Affiliate.

3. If an Affiliate operates on the RevShare flat commission model and fails to attract new Players to Cosmolot projects for 1 month or more, his/her RevShare flat commission may be changed to the standard RevShare commission program.

4. If during the Settlement Period (as defined below) Players have won in excess of their deposits, i.e. if the Players attracted by the Affiliate caused losses to the Casino, then the Affiliate's income is under the RevShare program for this Settlement period is equal to zero.

5. If there is a negative balance on the Affiliate's account in the current Settlement period, it will NEVER be carried over to the next Settlement period. In such cases, the next Settlement period starts from a zero (non-negative) value.

6. If the Affiliate has referred a person who wants to become a new Affiliate (sub-Affiliate) and cooperate with the Cosmolot Affiliate Program, the current Affiliate will receive referral bonuses. To do this, you need to contact the Affiliate Program Manager.

7. The amount of referral bonuses is agreed on an individual basis.

8. You are solely responsible for all risks, costs and expenses incurred by you within the performance of your obligations under the Affiliate Agreement.

4. Use of promotional materials

1. The use of promotional materials (graphics, video, logos, layout elements, text) of our Projects (as defined below) in order to promote Affiliate's own projects is prohibited. In case of violation of this rule, the Affiliate's Account may be blocked without any notice.

2. It is forbidden to alter the logos of the Projects in any way, including changing fonts, colors or any other changes that contradict the Brand Book.

3. Cosmolot provides its Affiliates with various text and graphic materials (by prior agreement). Affiliates have the right to use any information from the Project website and from the Project's personal account only in their own words. If the text is copied from the Casino site "as is", We may terminate the partnership with the Affiliate considering such traffic as Branded.

4. Cosmolot may require outdated links, screenshots, logos and other promotional materials to be replaced; if the Affiliate refuses to replace them, Cosmolot may defer payment for an indefinite period of time until the replacement.

5. Information about Cosmolot Projects in the Affiliate's reviews must be correct. In case of providing false information, different from the information on the Project websites, Cosmolot may suspend cooperation with the Affiliate.

5. Fraud and violation of the cooperation terms

1. Affiliates, as well as his/her family members and friends, are prohibited from owning and using their personal Casino accounts under such Affiliate's own referral link. In case of violation of this rule, both accounts (both in the Casino and in the Affiliate Program) of the Affiliate will be blocked, and funds from both accounts will be nullified.

2. Cosmolot reserves the right to charge the Affiliate's balance on the amount that was lost by the Casino as a result of the fraudulent actions of Players attracted by the Affiliate. The Affiliate's balance can be changed for this reason within an unlimited period of time after the detection of fraud.

3. The Affiliate Program has the right not to pay the Affiliate commissions accrued under the CPA model in cases where the Affiliate attracts fake clients (Players with multiple accounts, etc.). If Cosmolot notices any unusual Player behavior (for example, an unusually high percentage of Players who do not return to the Project after CPA qualification), the Affiliate's income will be recalculated in accordance with the standard RevShare commission.

4. Deliberately providing Cosmolot with false information about traffic sources may lead to the termination of cooperation.

5. Cosmolot has the right to terminate the Agreement and immediately block the Affiliate's Account by sending a notice of termination of cooperation to the Affiliate in the event of:

- Affiliate's insults towards the support team or the administration of Cosmolot and / or Projects;
- Affiliate provides misleading and/or false public statements about Cosmolot and/or the Projects. Misrepresentation and / or false public statement may mean text, action or other manipulation of information by the Affiliate, not supported by any evidence (screenshots, links, etc.).

6. If Cosmolot has reason to suspect a Affiliate of violating the Rules, his Account may be blocked, and payments may be frozen for an indefinite period until the circumstances are clarified. If the verification concludes that a violation of the Rules has taken place, Cosmolot has the right not to make payments to the Affiliate.

7. In case of disagreement, the Affiliate must provide Cosmolot with arguments in favor of his point of view and a vision for resolving the existing situation. Cosmolot is ready to consider all the arguments presented by the Affiliate and find the fairest solution from the point of view of both parties. The decision of the Affiliate Program cannot be challenged.

8. Any disrespectful attitude, insults, or threats towards Cosmolot employees will result in immediate account suspension in the affiliate program.

6. Procedure and terms of payment

1. The Settlement period is one month.

2. The Affiliate receives a commission in the Affiliate Program, which is calculated as a percentage of the Casino's net income from Players referred by the Affiliate. The Affiliate can choose the most profitable commission model for him.
3. The commission for the past Settlement period is accrued within five working days.
4. The minimum withdrawal amount from the Affiliate's account is 300 USD for payment systems and 1000 USD for a bank transfer. In the case of using cryptocurrencies, the minimum withdrawal amount will be agreed with the Affiliate separately.
5. Payments are made in US dollars. In some cases, the Company may provide payment in cryptocurrency. The conversion rate used for the transfer is reviewed on the day the payments are made. The calculation is made at the average exchange rate in the Settlement Period.
6. Payment details can be changed no later than 5 business days before the end of the Settlement Period and before the payments should be made.
7. The Administration may delay payments to Affiliates whose Players show suspicious activity, or to new Affiliates for a time period that Cosmolot deems appropriate for verification.
8. If the Affiliate refers less than 5 Players prior to the first withdrawal, an additional verification of these Players may be made.
9. Cosmolot pays lifetime commissions on RevShare commissions as long as the Affiliate fulfills all of its obligations and does not cause any reputational or financial damage to Cosmolot or the Projects. The remuneration for CPA and fixed component of Hybrid commissions is paid within 30 days after player registration. In the event that a partner ceases active traffic acquisition for CPA or Hybrid commissions, the payment rate for residual traffic may be unilaterally revised by Cosmolot.
10. The Company may authorize a third party to act on its behalf to make payments to Affiliates. In case of payment by such an authorized third party, the Affiliate cannot demand any other payment to be provided by the Company.
11. The Affiliate Program may withhold payouts in the case of CPA or Hybrid models for 14 days in the case of the first holding period and 7 days in subsequent periods. In case of necessity, additional withhold of up to 30 days may be applied.
12. The commission does not include value-added tax or any other applicable tax. Affiliate is solely responsible for paying any and all taxes, fees and any other charges payable or due to any taxing authority, department or other competent authority as a result of the commission received in accordance with the Rules.
13. In case of termination of cooperation for any reason, the commission for the Players referred by the Affiliate will not be appropriated to the Affiliate.

II OTHER TERMS

7. License. Cosmolot grants the Affiliate a non-exclusive, non-transferable, revocable license during the term of cooperation to use the Intellectual Property Rights. We may revise this license from time to time or further approve its use in promotional materials, websites or other places. This license may not be sub-licensed, assigned or otherwise transferred by the Affiliate to third parties.

8. Personal data. The Affiliate does not have access to any Personal Data of the Players. However, Personal Data of people who later become Players may be obtained by Affiliate as a result of actions related to this cooperation. The Affiliate must comply with the rules for the use of Personal Data posted on any sites, as well as any existing or new acts, regulations or laws on the protection of Personal Data applicable to the territory of the Affiliate, the advertising platform and the Player. This includes all applicable laws and/or regulations regarding the use of cookies.

We will collect and process the following Affiliate's Personal Data: your login username, your email address, name, date of birth, your country and address, telephone number and financial data for the purposes of maintaining a high level of security, complying with the requirements of the law against money laundering and management of our business relationships.

9. Confidential information. You may from time to time be provided with confidential information relating to our business, activities or underlying technologies and/or the Affiliate Program (including, for example, commissions received by you under the Affiliate Program). You agree to avoid disclosure or unauthorized use of any such confidential information to third parties without Our prior written consent. You also agree that you will use confidential information only for the purposes of our cooperation, however, your obligations in relation to this clause remain in force after its termination.

It is prohibited to publish any press releases or similar communications to the public regarding your participation in the Affiliate Program without the prior written consent of the Company (with the approval of the exact content, which must also be approved by the Company).

10. Term and Termination. The Parties enter into cooperation from the moment of successful registration of the Affiliate in the Affiliate Program. The Affiliate can terminate cooperation by closing the Account in the Affiliate Program - to do it, contact our Affiliate Program manager. The Company may terminate cooperation at any time for any of the reasons specified in the Rules.

After the termination of cooperation, the Affiliate must:

- immediately remove all banners or creatives of the Company from the Affiliate's website and disable all affiliate links from this website to all websites of the Projects;
- immediately return to the Company any Confidential Information and all copies thereof;
- seize any use of all of the Company's Intellectual Property Rights. All rights and licenses granted to you in the Affiliate Agreement terminate immediately.

10. Disclaimer. We do not make any express or implied warranties or representations regarding the Affiliate Program, the Company or the commission payment mechanisms, except as expressly stated in the Rules. In addition, we make no representation that the operation of our sites will be uninterrupted or error-free, and we are not responsible for the consequences, if any. In the event of a discrepancy between the reports made in the Affiliate Account and the Company's database, the database prevails.

11. Indemnity and Limitation of Liability. You agree to indemnify and hold harmless the Company, its directors, employees and representatives from any and all liabilities, damages, losses and expenses, including legal costs, arising out of or in any way related to a) any breach by you of any provision of the Rules, b) the performance of your duties and obligations assumed by you, c) your negligence, or d) any harm caused directly or indirectly by your negligent or willful acts or omissions, or unauthorized use of our advertisement and link or the Affiliate Program as a whole.

The Company shall not be liable for any actual, direct or indirect damages (or any loss of income, profit or data), any loss of a goodwill or a reputation arising in connection with the Rules or the Affiliate Program, even if we have been advised of the possibility of such losses.

12. Exception. Our failure to enforce your strict compliance with any provision of the Rules will not constitute a waiver of our right to subsequently enforce such provision or any other provision of the Rules.

13. No partnership. The Company and the Affiliate are independent contractors and nothing in the Rules creates any partnership, joint venture, agency, franchise, sales representative or employment relationship between us. You will not have the authority to make or accept any offer or representation on our behalf. You will not make any statement, whether on your site or otherwise, that is contrary to anything in the Rules.

14. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform its obligations under the Rules if such delay or failure is caused by reasons beyond its reasonable control, including, but not limited to, labor disputes, strikes, industrial disturbances, acts of God, terrorist attacks, floods, lightning, utility or communication failures, earthquakes or other accidents. If such an event occurs, the non-performing Party shall be relieved of any performance prevented by the event, to the extent that it has been prevented, provided that if the force majeure event continues for a period exceeding thirty (30) calendar days, either Party may terminate the cooperation with immediate effect by sending a written notice.

15. Assignment. You may not assign your rights and obligations as an Affiliate by operation of law or otherwise without our prior written consent.

16. Waiver. If any provision of the Rules is held to be invalid, illegal or unenforceable in any respect, such provision shall be invalid only to the extent that it is invalid or unenforceable, without invalidating the remainder of it, or the Rules as a whole.

17. Language. These Rules were originally drafted in English. In the event of any conflict or inconsistency between the English version and any other language version, the English version shall prevail.

18. Definitions:

Account - Affiliate's account created in the Affiliate Program.

Player - means a new client of the Company who made the first deposit on a game account in the Company's Projects.

Casino - an online gambling resource or mobile application provided as an offer by the Company, or other similar websites (including mirror websites).

Company - a legal entity that is a representative of services to the Players in the relevant Project. For the purposes of these Rules, such legal entity may mean SPACEIKS LLC, Suncode B.V., or other companies, depending on the Project with which the Affiliate is working.

Confidential Information - any information of commercial or material value relating to the Company, such as, but not limited to, financial statements, trade secrets, know-how, pricing and custom pricing, business information, products, strategies, databases, technology, information about the Players, other clients and users of the Company's services, marketing plans and ways of working.

Personal data - any information relating to any natural person who is directly or indirectly identified, or can be identified.

Intellectual Property Rights means any copyrights, trademarks, service marks, domain names, brands, trade names and registrations of the aforementioned and/or any other similar rights of this kind.

Project - one or more services provided by the Company to the Players, which may include different brands, territories of distribution, legal entities - operators of gambling, and other conditions.