

## **TERMS AND CONDITIONS FOR WILLIAM HILL AFFILIATES' PROGRAM**

*The following terms and conditions ("the Agreement") are those governing the William Hill Affiliates' Program ("WHAP") in the State of Colorado.*

### **IMPORTANT NOTICE**

**Please read these terms and conditions before joining the WHAP**

IF YOU DO NOT AGREE WITH THIS AGREEMENT (OR ARE NOT AUTHORIZED TO DO SO) YOU MAY NOT JOIN THE WHAP.

If you have already joined the WHAP and you do not agree to this Agreement, you must email the Affiliate team at [usco-affiliates@williamhill.us](mailto:usco-affiliates@williamhill.us) to terminate your membership in the WHAP and this Agreement.

If you have any questions regarding these terms and conditions, please contact the Affiliate team at the same email address above.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OR OTHERWISE WISH TO REMOVE YOURSELF FROM THE WHAP YOU SHOULD CONTACT [usco-affiliates@williamhill.us](mailto:usco-affiliates@williamhill.us) NOTIFYING THE OPERATOR OF YOUR REQUEST TO BE REMOVED FROM THE WHAP.

The William Hill Affiliates Website and the WHAP are operated by American Wagering, Inc. (referred to as "the Operator") and therefore any reference to William Hill Affiliates Website shall be deemed to be a reference to the Operator.

By completing and submitting the application found on the William Hill Affiliates Website, which the Affiliate can locate by clicking <http://www.williamhill.us/affiliates/> the Affiliate is deemed to have agreed to be bound by all the terms and conditions set out in this Agreement.

### **1. DEFINITIONS**

**"Affiliate"** means a member of the William Hill Affiliates' Program;

**"Affiliate Customers"** means those potential Customers that Affiliate directs (or has collected for the purpose of directing) to Sites pursuant to this Agreement and, for the avoidance of doubt, includes those potential Customers who become Customers as a direct result of the Affiliate's actions;

**"Approved Marketing"** means marketing by using the Tracker via the Operator's approved Banners and Text Links and Promotional Messaging, including promotion on the Affiliate's websites;

**"App"** means the Operator's mobile application or widget on any platform;

**"Banners and Text Links"** are the graphical artwork or text that directs traffic to Sites and/or to the Apps through the Affiliate's Tracker, to permit a Customer to hyperlink to any Site or App;

**"Chargeback"** or **"Credit"** is a credit card transaction which is not collectable by a credit card company as a result of Customer's non-payment or fraudulent credit card use, or other Customer payment transaction which is revoked and for which a credit is given;

**"Consumer Protection Rules"** means the legislative, statutory and regulatory requirements and guidelines applicable to the conduct of arrangements with Customers and potential customers, including, (without limitation), the Endorsement and Testimonial Guidelines published by the United States Federal Trade Commission;

**“CPA”** means Cost Per Acquisition;

**"CPA Payment"** is the one-time payment for every qualifying Customer payable to the Affiliate if it chooses the CPA Reward plan and as set forth herein and/or in a written addendum to the WHAP;

**"Customer"** is an individual that: (i) has opened a new account with the Operator in respect of a relevant Site; (ii) has not previously opened an account with the Operator in respect of such Site; (iii) has had their account registration details adequately validated and approved by the Operator, including (without limitation) that the individual is confirmed to be 21 years of age or above; (iv) places wagers (as relevant) with deposited money on the relevant Site via the Affiliate's Tracker(s); and (v) is qualified and authorized to access and use the relevant Site in accordance with the terms and conditions of use of such Site (vi) is not an Excluded Customer; and (vii) complies with all Relevant Law;

**“Data Protection Laws”** means all applicable data protection, security, privacy, and electronic marketing legislation, statutes, rules and regulations, including Consumer Protection Rules, of any country, state, territory or other jurisdiction which has authority over any or all Parties to this Agreement, including when applicable the California Consumer Privacy Act, Cal. Civ. Code 1798.100 *et seq.* (“CCPA”);

**"Database"** means any storage medium belonging to the Operator which contains, holds, stores or processes data which is owned or controlled by the Operator, or is licensed to or under the control of the Operator, including (but without limitation) any such medium relating to Customers and other users of the Website;

**"Deposits"** are the funds transferred by Customers to their Customer accounts at the relevant Sites;

**"Excluded Customers"** means those individuals who have elected to exclude themselves from engaging in gaming activities at any and all Operator's locations, including betting kiosks and mobile wagering, or through Operator's Sites;

**"Exit Traffic"** means the traffic that an Affiliate brings via an exit window, when Customers leave a Site (using the Affiliate's unique Tracker);

**"Fraud"** means an actual or attempted act by the Affiliate or any Customer which is reasonably deemed by the Operator to be (i) illegal in any applicable jurisdiction; (ii) made in bad faith; or (iii) intended to defraud the Operator or any of the Sites and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes the Operator or any of the Sites any damage or harm. Fraud shall include, without limitation, collusion; abuse of bonuses or other promotions; abuse of the CPA reward structure; violation of money-laundering or other Relevant Law; Spamming; false, misleading or unauthorized advertising or representations; use of stolen credit cards; marketing or advertising to individuals under the age of 21; any attempt to falsely increase customer attribution that includes but not limited to spoofing, cookie stuffing, click stuffing and click injection; and unauthorized use of any intellectual property rights (including third parties' and any of the Operator's or the Sites' rights, and registering or attempting to register adwords in breach of this Agreement), and “Fraudulent” shall be construed accordingly;

**“Gaming Commission”** means any applicable gaming regulatory agency in any applicable jurisdiction;

**“Gaming Taxes”** means any tax, duty or levy or equivalent, payable by the Operator to any authority in any jurisdiction in respect of bets or wagers received from Customers, whether charged on revenues, gross profits and/or any other profit calculation, although not including corporate income tax or equivalent;

**"Licensed Marks"** means any “William Hill” name or “WH” monogram (alone or with additional words or phrases), including any logo, trademark, trade name, design, domain name, insignias or similar

identifying material that are owned by, and/or licensed to, the Operator or any of its Related Entities, or any of the Sites;

**"Promotional Messaging"** means graphical artwork or text regarding specific promotion campaigns, sent by the Operator from time to time for dissemination by the Affiliate by email, telephone call, instant message, SMS or any other method that requires the Affiliate has the recipient's valid consent to receive direct marketing;

**"Related Entities"** means any legal entity directly or indirectly controlling, controlled by or under common control with Operator, where control means the ownership of a majority share of the stock equity or voting interests of such entity;

**"Relevant Law"** means all laws, rules, statutes, regulations, legal/advisory opinions, settlement agreements, and any formal government interpretations of any of the foregoing, along with all then-current and applicable industry codes, policies, best practices, guidelines and regulations applicable or relevant to products, services and materials in, related to or otherwise generally associated with any relevant products, services, and materials, including, without limitation, the advertising thereof (or any relevant practices, policies or activities), and including, without limitation, gaming, anti- corruption, anti-money laundering, Data Protection Laws, and Consumer Protection Rules;

**"Sites"** are the websites and the Apps promoted by the Operator and/or any designated third party appointed by the Operator from time to time and offered within the WHAP from time to time, and all of their related pages, and **"Site"** or **"App"** shall mean any of them;

**"Spam"** means emails and messages that meet any one or more of the following criteria: (i) unsolicited mailing, usually sent to a large number of addressees; (ii) contains false or misleading statements; (iii) does not truthfully identify the source or the originating IP Address and / or the originating email address; (iv) does not contain an online and real time remove option, (v) bundles certain software with other software, or (vi) inserts icons or causes software download or installation or similar action without the consent of the addressee; and **"Spamming"** shall be construed accordingly;

**"State(s)"** means any one or more of the fifty states of the United States of America, the District of Columbia, tribal lands, and territories or possessions of the United States;

**"Tracker"** a unique tracking URL or promo code that the Operator shall provide exclusively to the Affiliate for the term of this Agreement, through which the Operator shall track Customers and calculate an Affiliate's reward or CPA Payment, as applicable;

**"William Hill Affiliates Website"** means the website with URL <http://williamhill.us/affiliates/>

## **2. APPOINTMENT AND PROPRIETARY RIGHTS**

### **2.1 Appointment**

**2.1.1** Appointment as an Affiliate under the WHAP will occur only once the Operator has received and approved the applicant's completed application form to become an Affiliate. Upon such approval (which will be at the Operator's sole discretion and which will be notified to the Affiliate by e-mail), this Agreement will become binding on both parties.

**2.1.2** The Affiliate agrees that it shall neither apply to be, nor be appointed as, an Affiliate if it is an employee, agent or subcontractor of the Operator or its Related Entities; or if it is connected in any way to a person or company which meets this definition.

### **2.2 Directing new Customers**

**2.2.1** Once approved to be an Affiliate under the WHAP, the Operator will grant the Affiliate a non-exclusive, non-transferrable, revocable right to direct potential Customers to the Sites, in accordance with this Agreement.

**2.2.2** This Agreement does not grant the Affiliate an exclusive right to direct potential Customers to the Sites or any other exclusive right in connection with the Sites or with the WHAP. Except for the payment of the CPA Payment, the Affiliate will not have any rights with respect to any Customers.

**2.2.3** The Operator may operate additional affiliate programs in connection with the Sites or any other sites, and the Affiliate will have no right in connection with such other programs, other than those rights the Operator may expressly grant to the Affiliate.

### **2.3 License to Use the Licensed Marks**

**2.3.1** The Operator hereby grants the Affiliate a non-exclusive, revocable, non-transferable license, for the term of this Agreement, to use any of the Licensed Marks solely for the Approved Marketing ("License").

**2.3.2** This License cannot be sub-licensed, assigned, sold or otherwise transferred by the Affiliate without the Operator's prior written approval. The Affiliate's right to use the Licensed Marks is limited to and arises only out of the License. The Operator has the right to terminate the License at any time by providing written or electronic notification to the Affiliate. The License will be terminated automatically upon the termination of this Agreement for any reason.

**2.3.3** The Affiliate shall not assert the invalidity or unenforceability, or otherwise contest the ownership of the Licensed Marks, in any action or proceeding of whatever nature, and shall not take any action that may prejudice the Operator and its Licensed Marks or the Company IP as such term is defined below, the WHAP or any of the Sites and not to do any act or omission which may invalidate or weaken the validity of the Licensed Marks or the Company IP or diminish the Company IP or the Licensed Marks' associated goodwill.

**2.3.4** The Affiliate shall not register or attempt to register any logo, trade mark, trade name, insignia, design, domain name or similar identifying material that contain the Company IP or are confusingly similar to or are comprised of any of the Licensed Marks or Company IP.

**2.3.5** The Affiliate shall not register or attempt to register and/or open domain names or social media pages or accounts (on any platform) which comprise and/or are similar or confusingly similar to the Company IP or Sites including the Operator's/Related Entities' names, or any other associated brands or companies, including (for the avoidance of doubt) any misspellings of the domain names of any of the Sites (commonly known as 'typo-squatting'), or any phonetics of any of the Sites.

**2.3.6** In the event that the Affiliate does register any domain name referred to in clause 2.3.5, it will on demand by the Operator, immediately cease its use of any such domain name and transfer any such domain name to the Operator or to a third party elected by the Operator.

**2.3.7** In the event the Affiliate does register any domain name referred to in clause 2.3.5, the Operator reserves the right to withhold payments due to the Affiliate until such time as the provisions of clause 2.3.6 have been met to the Operator's satisfaction. Should the Affiliate fail to comply within a reasonable time of the Operator's request to do so, or fail altogether to comply with the provisions of clause 2.3.6 and/or the Operator's instructions in this regard, without prejudice to any of its rights pursuant to Relevant Law, any outstanding payments due from the Operator to the Affiliate shall be forfeited and the Operator may terminate this Agreement with immediate effect.

**2.3.8** The Affiliate shall not place, purchase or register 'pre-click' bids, keywords, search terms or any other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service which are identical, are similar or otherwise resemble any of the Company IP including without limitation the Licensed Marks. This includes, and is not limited to, any words containing, or derived from, the names of the Sites or the brands used on them, and any typo errors or phonetics of them.

**2.3.9** The Affiliate shall immediately cease to use all Company IP including without limitation the Licensed Marks upon being notified to do so by the Operator (either by electronic or written notification) or on any termination of this Agreement.

## **2.4 License to use Affiliate's Marks**

**2.4.1** "Affiliate Marks" shall mean any logo, trademark, trade name, design, domain name, insignias or similar identifying material that are owned by, and/or licensed to, the Affiliate.

**2.4.2** Affiliate hereby grants the Operator a non-exclusive, revocable, non-transferable license, for the term of this Agreement, to use any of the Affiliate's Marks for co-branded messaging and e-mail communication to Affiliate Customers and Customers, and any other purpose mutually agreed upon by the Operator and Affiliate.

**2.4.3** The Operator's right to use the Affiliate's Marks is limited to and arises only out of the License. The Affiliate has the right to terminate the license at any time by providing written or electronic notification to the Operator. The license will be terminated automatically upon the termination of this Agreement for any reason.

**2.4.4** The Operator shall not assert the invalidity or unenforceability, or otherwise contest the ownership of the Affiliate's Marks, in any action or proceeding of whatever nature, and shall not take any action that may prejudice the Affiliate and its Affiliate Marks, and not to do any act or omission which may invalidate or weaken the validity of the Affiliate's Marks or the Affiliate's Marks' associated goodwill.

## **2.5 Commercial Use Only**

**2.5.1** The marketing opportunity presented in the WHAP is for commercial use only, and the Affiliate, its family members, friends or associates may not make Deposits, directly or indirectly, through any of its Trackers for its or its own personal use or to increase the amounts payable to it under this Agreement by any act which involves Fraud.

**2.5.2** If the Affiliate wishes to make test transactions to evaluate the system, including Deposits, it should contact [usco-affiliates@williamhill.us](mailto:usco-affiliates@williamhill.us) so the Operator can refund the charges once the Affiliate has completed its testing.

**2.5.3** Transactions deemed by the Operator at its sole discretion to be made in violation of this provision will be deemed Fraud traffic and the Operator will deduct applicable Deposits or traffic from the amounts payable to the Affiliate hereunder.

## **2.6 Customers' Data**

**2.6.1** The Affiliate acknowledges and agrees that all data relating to the Customers shall be and remain the Operator's exclusive property.

## **2.7 Reservation of IP Rights**

**2.7.1** The Affiliate acknowledges and agrees that: a) the Operator and/or any of its Related Entities is the sole and exclusive owner of all intellectual property rights, including, without limitation, copyrights, in any marketing methods, campaigns, slogans, techniques, Affiliate arrangements, data, trade names, trademarks, brand names, domain names, websites, graphics and designs used by the Operator in connection with the Sites and/or the WHAP and/or otherwise ("Company IP"); and b) the Operator is entitled to use the same in any way or manner at its sole discretion; and it is entitled to maintain such Company IP confidential and withhold its disclosure to the Affiliate unless the Operator agrees otherwise.

**2.7.2** The Affiliate acknowledges and agrees that the Operator is the sole and exclusive owner of its Database, and that the Affiliate shall not make any direct or indirect use of such Database, nor obtain or retain a copy in any form or manner whatsoever of the Database, or market any goods or services to any Customer whose details appear in the Database (including the transfer of such details to any third party), unless that Customer's information is in the Affiliate's possession or known by it prior to the execution of this Agreement.

## **2.8 Statutory Requirements**

**2.8.1** The Affiliate acknowledges that the Operator is:

- **2.8.1.1** either undergoing licensing or is licensed by the applicable Gaming Commission if required, and accordingly is bound by license/registration conditions and codes of practice whose aim is to fulfill Relevant Law;
- **2.8.1.2** subject to the requirements of the Consumer Protection Rules; and
- **2.8.1.3** subject to the requirements of applicable Data Protection Laws

**2.8.2** By joining the WHAP the Affiliate agrees:

- **2.8.2.1** to have due regard for, and act at all times in a manner consistent with Relevant Law, as though it were a licensee of any applicable Gaming Commission itself, and agrees to demonstrate its consideration of, and adherence to Relevant Law in all of its activities as an Affiliate;
- **2.8.2.2** to comply with all Relevant Law, to observe and comply with all directions and instructions issued by the Operator concerning compliance with the Consumer Protection Rules and to ensure that it shall not, in its activities pursuant to clause 3 below, prejudice, or otherwise interfere with, the Operator's compliance with the Consumer Protection Rules. In particular, the Affiliate shall not alter the appearance, design and content of the Operator's approved Banners and Text Links and/or Promotional Messaging, or complete any action that will have the effect of: (i) altering or removing any promotional terms and conditions which the Operator includes on any Banners and Text Links and/or Promotional Messaging; or (ii) affecting the means by which a potential Customer may access such promotional terms and conditions from the Banners and Text Links and/or Promotional Messaging, including the expectation that such promotional terms and conditions must be accessible within a single 'click' of the Operator's approved Banners and Text Links and/or Promotional Messaging or on any linked landing



and/or sign-up webpages (or technological equivalent location in non-browser based platforms and technologies such as mobile phone applications).

- **2.8.2.3** to provide such information to the Operator as it may reasonably require in order to enable it to comply with its information reporting and other obligations to any applicable Gaming Commission.

### **3. THE AFFILIATE'S RIGHTS AND OBLIGATIONS**

#### **3.1 Promotion and Link to Sites**

**3.1.1** By joining the WHAP, the Affiliate agrees to market, promote and refer potential Customers to the Sites, by creating or using a William Hill provided link and maintaining a unique link and/or promo code from its site to the Sites and by disseminating Promotional Messaging received from the Operator.

**3.1.2** This link or promo code may be established with one or more of the Operator's Banners and Text Links. The Affiliate will be solely liable for the content and manner of its marketing and promotional activities and shall also ensure that all key qualifying criteria relating to any promotions are displayed in a clear and transparent manner. All such activities must be conducted at all times in a professional and lawful manner and compliant with the Consumer Protection Rules and all other Relevant Law (including without limitation relevant advertising codes of practice) within the jurisdiction the Affiliate is operating from and also the various jurisdictions of the Customers and any related Relevant law.

**3.1.3** The Affiliate shall ensure that all marketing, advertising and promotions targeted at potential Customers in Colorado or otherwise subject to regulation by the Gaming Commission shall include the wording set out at 3.1.3.1 below.

- **3.1.3.1** Any advertising, including but not limited to Banners and Text Links, must incorporate responsible gaming language as follows: "21+ only. Gambling problem? Call or text 1-800-522-4700. Chat available at [www.ncpgambling.org/chat](http://www.ncpgambling.org/chat)".

#### **3.2 Approved Marketing and Layouts**

**3.2.1** The Affiliate will promote the Sites solely by way of Approved Marketing and will not alter the appearance, design and content of the Operator's approved Banners and Text Links and Promotional Messaging unless it obtains the Operator's prior written authorization (and in any event such authorization shall be without prejudice to the Affiliate's continuing obligations under clause 2.8 above). At the Affiliate's request, the Operator will provide the Affiliate with a code that will enable it to post in its sites rotating banners from the Operator's banner farm. For the avoidance of doubt, no marketing other than Approved Marketing shall be permissible and Banners and Text Links used by the Affiliate pursuant to this Agreement shall direct traffic only to the Operator's Sites.

**3.2.2** The Affiliate agrees and acknowledges that the appearance and content of the Operator's Banners and Text Links and Promotional Messaging constitute the only authorized and permitted representation of the Sites.

#### **3.3 Age Limitation**

**3.3.1** Participation as an Affiliate in the WHAP is only permitted if the proposed Affiliate is of the legal age for gaming determined by any Relevant Law in the proposed Affiliate's jurisdiction. In any event and under any circumstances, participation in the WHAP shall not be permitted if the proposed Affiliate is under 21 years of age.

**3.3.2** The Operator reserves the right to obtain from the Affiliate appropriate identification that will provide evidence of its age and its account may be suspended until satisfactory proof of age is provided to the Operator.

**3.3.3** The Affiliate will not by itself, nor will it allow, assist or encourage others to, market and promote the WHAP or any of the Sites, directly or indirectly, to persons that are less than 21 years of age or such higher age as may apply as the legal age for gaming in the jurisdiction that it is targeting or operating within, or develop or implement marketing and promotion strategies in respect thereof.

### **3.4 Legality of Use**

**3.4.1** The Affiliate accepts sole responsibility for determining whether its participation in the WHAP is legal under any laws that apply to it. The Affiliate understands that the Operator does not provide it with any legal recommendation or assurance regarding such legality. The Affiliate should obtain independent legal advice in the applicable jurisdiction from which it is operating and/or to which it is marketing, if it has any doubts about the legality of its participation in the WHAP or the receipt of any payments from the Operator, under any Relevant laws.

**3.4.2** The Affiliate agrees that it will register and receive all regulatory approvals and licensing/registration from all applicable Gaming Commissions.

**3.4.3** The Affiliate agrees and understands that it is illegal to promote unlicensed sports betting websites. The Affiliate further agrees and understands that it is also illegal to promote unlicensed Internet sports betting to United States residents, in violation of the Unlawful Internet Gambling Enforcement Act of 2006, 31 U.S.C. 5361 et seq. and the Federal Wire Act of 1961, 18 U.S.C. 1081 et seq. The Affiliate warrants and represents that it has procedures and safeguards in place to block such illegal websites.

### **3.5 No Fraud**

**3.5.1** The Affiliate will not engage in, allow, assist, promote, encourage or benefit from, directly or indirectly, any act or traffic that involves Fraud. The Affiliate will act at all times to refrain from, immediately stop and not allow any act or traffic that involves Fraud or that it believes or should reasonably believe to potentially involve Fraud, or any act or traffic that the Operator informs the Affiliate is suspected by it, at its discretion, to involve or potentially involve Fraud.

**3.5.2** In the event that the Operator suspects Fraud it reserves the right to place restrictions on the Affiliate's account including but not limited to suspending the Affiliate's account, retaining all sums within the account and reimbursement for prior sums Operator paid to Affiliate due to Fraud, as well as commencing a full investigation. The Affiliate hereby gives the Operator its authorization to inform the appropriate authorities or third parties of such an incident and only once the Operator is satisfied that the matter is resolved shall it remove any restrictions on the Affiliate's account.

### **3.6 Excluded Territories**

**3.6.1** The Affiliate will not market or promote any Site within or to persons from any Excluded Territories; or be involved in any traffic coming from any Excluded Territories; or allow, assist or encourage circumvention of any restriction put in place by the Operator and/or any Site in connection with Excluded Territories. "Excluded Territories" include, without limitation, the territories indicated in the list below, which may be changed by the Operator from time to time. IT IS THE AFFILIATE'S DUTY TO CONSULT AND REGULARLY CHECK THE FOLLOWING LINK REGARDING ANY CHANGES TO EXCLUDED TERRITORIES: <https://www.williamhill.us/affiliates/>

**3.6.2** The **Excluded Territories** are as follows:

ALL COUNTRIES OTHER THAN THE UNITED STATES AND ALL U.S. STATES OTHER THAN COLORADO.



### **3.7 Sole Responsibility for the Affiliate's Site**

**3.7.1** The Affiliate will be solely responsible for the operation and content of its site, including for ensuring that materials posted on its site: (i) are not libelous, obscene, sexually explicit, violent or otherwise illegal; (ii) do not provide unauthorized access to copyrighted content; (iii) do not otherwise actually or potentially infringe any rights of the Operator and/or any other third party; or (iv) are not otherwise deemed, at the Operator's sole discretion, unsuitable and so notified by the Operator. The Affiliate will remove such content immediately upon the Operator notifying the Affiliate that any content is in breach of the above provisions. The Affiliate will be solely responsible for ensuring that all the content of its site is original or otherwise is permitted to be published by the owner thereof and it shall obtain all licenses to use any material not produced by it.

**3.7.2** The Affiliate will not make any claims, representations or warranties in connection with the Operator or any of the Sites, and it will not be authorized to make any commitment or assume any liability or obligation on the Operator's behalf or on behalf of any of the Sites.

**3.7.3** The Affiliate agrees to ensure that its activities and its site will comply with all Relevant Law in the jurisdiction that it is operating from and any other jurisdiction that a Customer or the Operator operate within.

**3.7.4** In the event that the Affiliate is found to be in breach of any Relevant Law it agrees to indemnify the Operator for any costs, expenses and fees relating to any legal proceedings, actions, disputes, damages, fines and penalties, including reasonable attorneys' fees.

### **3.8 Confidentiality**

**3.8.1** During the Affiliate's participation in the WHAP, the Operator may disclose to the Affiliate or the Affiliate might otherwise obtain certain information which is either marked as or by its nature is confidential and proprietary to the Operator (herein referred to as "**Confidential Information**").

**3.8.2** The Affiliate shall keep all such Confidential Information in strict confidence and not use any part of it, directly or indirectly, for any purpose other than the purpose of this Agreement.

**3.8.3** Confidential Information shall not include any information that is generally known or available to the public, or information required to be disclosed by Relevant Law or any legal agency having jurisdiction over the Affiliate (in which case the Affiliate will give the Operator immediate notice of such requirement).

### **3.9 Other Restrictions**

**3.9.1** In addition, and without derogating from any of the above, the Affiliate will not at any time by itself, nor will the Affiliate allow, assist or encourage others to, do any of the following:

- **3.9.1.1** Use or cause Spamming.

- **3.9.1.2** Do any act or omission that disparages the Operator or any of the Sites or that otherwise is damaging or is reasonably expected to be damaging to the Operator's goodwill or to the goodwill of any Site or the Operator's reputation.

- **3.9.1.3** In any way alter, affect or interfere with the operation or accessibility of the Sites or any page thereof.

- **3.9.1.4** Do any act which causes the Affiliate's site or any other site to copy or resemble the look and feel of any of the Sites or attempt to pass as any of the Sites or create the impression that any such sites are the Sites or otherwise confuse potential Customers in connection therewith.

- **3.9.1.5** Communicate, engage or become involved with any of the Sites, in any way, without the Operator's prior written consent.
- **3.9.1.6** Alter, redirect or in any way interfere with the operation or accessibility of the Sites or any page thereof.
- **3.9.1.7** Intercept or redirect (including via user-installed software) traffic from or on any online website or other place that participates in the WHAP.
- **3.9.1.8** Use any trademark, business name or other intellectual property without the prior written approval from the relevant owner of the intellectual property right.
- **3.9.1.9** Use in any manner whatsoever (including, without limitation, on Banners and Text Links and within domain names) the trademarks belonging to Operator or its Related Entities, any derivation thereof or any mark that is substantially, confusingly (or likely to be confusing) and/or colorably similar and any other mark from time to time advised by the Operator.
- **3.9.1.10** Do any activity that in the Operator's reasonable opinion would be deemed unsuitable, Fraudulent, erroneous, misrepresentative or inappropriate.
- **3.9.1.11** In the event that the Affiliate is found to be in breach of the above, the Operator reserves the right to suspend the Affiliate's account and will hold payment of all monies due to the Affiliate until it is satisfied that the matter is resolved and that the Affiliate is no longer in breach of any of the above. If the Operator cannot satisfy itself within a reasonable time that the matter has been resolved, it reserves the right to treat all payments or amounts due to the Affiliate as forfeited and to provide notice of immediate termination to the Affiliate.
- **3.9.1.12** Do any act that involves using co-regs, recruitment of sub-affiliates or subcontractors, sharing the WHAP or marketing on Affiliate networks.

## **4. THE OPERATOR'S RIGHTS AND OBLIGATIONS**

### **4.1 Registering and Tracking Customers**

**4.1.1** The Operator will register the Affiliate's Customers and track their play, and will calculate the amounts payable to the Affiliate in accordance with the applicable Reward plan.

**4.1.2** The Operator reserves the right to manage the Sites, to refuse new Customers or to close the accounts of existing Customers if necessary. This will be at the Operator's sole discretion in order to comply with any requirements it considers mandatory, including without limitation requirements concerning Fraud, unlawful activity, breach of the respective Site's terms and conditions of use, or otherwise.

**4.1.3** The Operator may, from time to time, appoint third parties as designated parties whose websites shall be included, for the purposes of this Agreement, as Sites.

### **4.2 Payments**

The Operator will make payments to the Affiliate in accordance with the applicable Reward plan as detailed below.

### **4.3 Reports**

The Operator will send the reports to Affiliates or provide the Affiliate with remote online access to reports regarding Customer activity and the reward generated (if applicable). The form, content and frequency of the reports will be subject to change at the Operator's discretion. The Operator will not be liable for the completeness or accuracy of any reports.

#### **4.4 Recording Calls**

All telephone conversations between the Affiliate and any of the Operator's staff may be recorded, and the Affiliate hereby consents to such recording. Any recordings will be treated in the strictest confidence and the content may be used by the Operator in the event of a misunderstanding, dispute, or for training purposes.

### **5. IDENTITY VERIFICATION; SUPPORTING DOCUMENTATION**

#### **5.1 Identity Verification**

**5.1.1** It is the Operator's policy to prohibit and actively prevent money laundering and any activity that facilitates money laundering or funding of terrorist or criminal activities. The Operator will verify the Affiliate's identity through the information provided by the Affiliate and by obtaining information from public sources and data. The Operator will make its best efforts to reasonably ensure that it knows the true identity of any of its Affiliates. Should the Operator be unable to adequately satisfy itself of the Affiliate's identity, it shall not be obliged to provide the Affiliate with any information as regards the reasons for such failure to identify the Affiliate.

**5.1.2** For the avoidance of doubt, the Affiliate agrees that the Operator may use any personal information provided by the Affiliate for the purposes of verifying its identity in accordance with clause 17.1.

#### **5.2 Supporting Documentation**

The Affiliate agrees to provide the Operator with any supporting documents requested by it. The Affiliate is aware that the Operator has the right to delay payments if supporting documents are not provided. Supporting documents may include any or all of the following for individuals: valid passport copy; valid driving license copy; a copy of a utility bill; a letter of reference from the individual's bank; and a copy of a bank statement. For a company, supporting documentation may include a copy of the company's certificate of incorporation; articles of association (or equivalent document); duly approved corporate resolution; a certificate of good standing; power of attorney; and information regarding the identity of the beneficial owner of the company and the identity of the directors of the company.

### **6. PAYMENTS AND FEES**

**6.1** In this section the Affiliate will find details of the payment mechanism (the "**Reward plan**"):

#### **Cost Per Acquisition ("CPA")**

Specific conditions which apply to the Affiliate's CPA Reward plan will be set by the Affiliate's account manager and will be set out on the Affiliate's application to join the WHAP or otherwise agreed in writing with the Operator (as the case may be). The following general terms and conditions will apply to all CPA Reward plans (unless agreed to the contrary with the Affiliate's account manager in writing):

(1) In any event of a Chargeback, credit or suspected underage gambler (proven or not verified to be over 21), such a Customer will not be considered for the purpose of the CPA plan, and any CPA Payment made to the Affiliate in respect of such Customer shall be deducted from future payments to the Affiliate.

(2) A CPA Payment, as agreed upon by the parties in writing (email confirmation will suffice), will be due and payable to the Affiliate in respect of a qualifying Customer only upon: (a) the first registration of such Customer in one of the Sites; and (b) the depositing of the minimum required amount;. The depositing of any such minimum amount may be made once or in a cumulative manner in accordance with the criteria set out in the Affiliate's WHAP account. Any subsequent activities of such Customer in that Site or in other Sites, including playing different games in that Site or in other Sites, will not entitle the Affiliate to any payment in respect of such activities. A CPA Payment will be paid to the Affiliate only once for each qualifying Customer, regardless of the number of Sites and/or number or type of games

played by that Customer.

(3) Affiliate understands and agrees that Affiliate shall receive no share of any revenue received by Operator, and nothing herein shall be construed as conferring a right to Affiliate to share in any revenues with Operator.

## **6.2 Final and Binding Data and Calculations**

All calculations in connection with the amount payable to the Affiliate under the CPA Reward plans, will be made by the Operator and based solely on its systems' data and records, and its calculations will be final and binding. As part of the monthly payments process, the Operator will carry out a data reconciliation process to ensure data accuracy and correct billing for the previous month. This process may take up to ten (10) business days and may include without limitation: a) the detection of Fraudulent player activity that will be excluded from the Affiliate's payment; and b) failed transactions that will be credited to the Affiliate's account. The Operator shall begin the reconciliation process at the start of every calendar month.

## **6.3 Change of Reward plan**

The Operator reserves the right to change the Affiliate's chosen Reward plan upon notice to the Affiliate. Any such change will take effect from the date of such notice.

## **6.4 Business by Other Persons**

You shall have no claims to CPA Payment or other compensation on business secured by or through persons or entities other than yourself.

## **6.5 Payment Procedure**

At the start of every calendar month, the Operator will make available to the Affiliate in his or her WHAP account a statement showing any balance due to the Affiliate (if any) in respect of the previous calendar month. Such statement of account will be deemed to have been accepted and agreed by the Affiliate if the Operator does not receive any comments as to the accuracy of the statement within two weeks of the date of such statement. After the Affiliate has accepted the statement of account, the Affiliate shall invoice Operator for the balance due. Operator shall then have forty-five (45) calendar days to remit payment to Affiliate by way of the Affiliate's chosen currency and payment method (where available), provided the amount payable to the Affiliate is not less than (a) **US\$5** (or equivalent amount in the relevant currency) where the Affiliate is using a system and/or other e-payment system made available by the Operator; and/or (b) not less than **US\$200** where the Affiliate is paid by wire transfer. If these minimum amounts are not reached in a particular calendar month, the Operator will be entitled to withhold payment and carry the amount due to the Affiliate to the next calendar month and so on, until the minimum amounts are reached. Where the Affiliate has requested to be paid by wire transfer or any other payment method subject to a charge or fee, the Operator shall deduct any and all fees and charges from the balance due to the Affiliate. All payments will be due and paid in U.S. Dollars or in any other currency at the Operator's discretion.

The Operator will transfer funds only to the designated account detailed on the Affiliate's application form. It is the Affiliate's responsibility to ensure that such designated account is not restricted from receiving funds from the Operator. Third party wire transfers are prohibited by the Operator.

## **6.6 Taxes and Other Charges**

The Affiliate is fully responsible for all taxes, fees and other costs incidental to and arising from any payments made to it under this Agreement, including without limitation any processing fees. The Affiliate will indemnify and reimburse the Operator for any costs, expenses, fines, penalties or losses that may be caused to it as a result of any claim or demand made by any governmental or other authority, with regard to tax withholding obligations or similar obligations to which the Operator may be subject in connection with making payments to the Affiliate. The Operator will be entitled to withhold or set-off any such amounts from the payments made to the Affiliate.

## **6.7 Chargebacks and Credits**

Any Chargeback or Credit to a Customer will disqualify such Customer and the Affiliate will not be entitled to any payment with respect to such Customer.

## **6.8 Right to Withhold Amounts**

**6.8.1** The Operator reserves the right to withhold all amounts due and payable to the Affiliate under this Agreement if it believes that any Fraud has taken place or is contemplated which involves the Affiliate, whether or not the withheld amounts relate to the event in question. If the Operator believes that a Fraud has taken place or is contemplated by any Customer without the Affiliate's knowledge, it will be entitled to withhold any amounts due to the Affiliate in connection with such Fraud. The Operator will also be entitled, in the foregoing events, to set-off from future amounts payable to the Affiliate any amounts already received by the Affiliate which can be shown to have been generated by Fraud.

**6.8.2** The Operator does not support any kind of content stealing or copying (site scraping) or any breach of any intellectual property rights, and it reserves the right to suspend and if necessary terminate the Affiliate's account with it, if it is proven that the Affiliate is responsible for using such methods, and/or to transfer the amounts payable to the Affiliate to the original content creator and/or intellectual property rights holder.

**6.8.3** The Operator reserves the right to delay or withhold payments if any supporting documents relating to the payments to be made to the Affiliate and/or those referred to in clause 5.2 of this Agreement are not promptly provided to it upon request.

**6.8.4** If the Operator determines, at its sole discretion, that the Affiliate has engaged in any activity forbidden in this Agreement, including without limitation activity that involves Excluded Territories, or that the Affiliate has otherwise breached any of its representations, warranties or undertakings in this Agreement, the Operator may (without prejudice to any other rights or remedies available to it) withhold any amounts due and payable to the Affiliate hereunder, whether or not generated by such forbidden activity or breach and further suspend or terminate the Affiliate's account at its discretion.

**6.8.5** The Operator shall have the right, on the third anniversary of notification by the Operator to the Affiliate of the exercise of clause 6.8, to write off any amounts that would have otherwise been payable to the Affiliate but for the exercise, by the Operator of this clause 6.8 unless the Parties are able to reach a resolution beforehand.

## **6.9 Negative Balance Carry-Over**

**6.9.1** The Operator has a negative carry-over policy, meaning that any negative balance in the Affiliate's Affiliate account will be carried over to subsequent months and will be set-off against the payments due to the Affiliate in the subsequent months, until the full negative balance is thus set-off.

## **7. TERM AND TERMINATION**

### **7.1 Term and Termination**

**7.1.1** This Agreement will come into force when the Affiliate's application to join the WHAP is approved by the Operator, and shall continue in force unless and until either the Affiliate or the Operator notifies the other in writing, for reason or for no reason, that it wishes to terminate this Agreement, in which case this Agreement will be terminated immediately.

**7.1.2** For the purposes of notification of termination, delivery via e-mail, with delivery receipt, is considered a written and immediate form of notification.

**7.1.3** Notwithstanding the provisions of clause 7.1.1 above, the Operator may immediately terminate this Agreement if it determines, at its sole discretion:

- **7.1.3.1** that the Affiliate or any of its Customers are engaged in Fraud or are suspected of being engaged in Fraud;
- **7.1.3.2** that it has doubts in respect of the Affiliate's true identity and that the Affiliate is unable to provide the Operator with appropriate identification to effectively verify the Affiliate's identity;
- **7.1.3.3** that any of the Affiliate's activities pose a risk to the integrity of the WHAP;
- **7.1.3.4** that the Affiliate's site is aimed at minors (below the age of 21 or a higher age as determined in any applicable jurisdiction);
- **7.1.3.5** that the Affiliate's site is aimed at or operates within the Excluded Territories;
- **7.1.3.6** that the Affiliate's site promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or as otherwise prohibited by law; violates the intellectual property rights (including the Operator's, those of any Sites or those of any third party); includes content which is libelous, obscene, sexually explicit or violent; promotes any unlawful activities; or at the Operator's discretion is deemed unsuitable or inappropriate;
- **7.1.3.7** that the Affiliate site is in breach of any Relevant Law and/or applicable advertising code of practice;
- **7.1.3.8** that the Affiliate has failed to comply with clause 2.7 and/or its activity is deemed by the Operator to prejudice the Operator's compliance with the Consumer Protection Rules and/or the Relevant Law and/or the Operator's or Related Entities' license;
- **7.1.3.9** that the Affiliate has not complied with its data protection obligations under clause 16 below;
- **7.1.3.10** that there is no activity in the Affiliate's account for continuous forty-five (45) day period, in which case this Agreement will be deemed to have been terminated by the Affiliate without notice. For the purposes of this clause 7.1.3.10 the term "no activity" shall mean no new Customers introduced by the Affiliate; and /or
- **7.1.3.11** for the reasons set forth in clause 17.3.

## **7.2 Results of Termination**

Immediately following the termination of this Agreement for any reason, the Affiliate must remove all of the Operator's Banners and Text Links from its site, as well as any other Marks, names, symbols, logos, designs or any other material, graphics and content owned, developed, licensed or created by the Operator and/or provided to the Affiliate by the Operator in connection with this Agreement. The Affiliate must also disable any links from its site to any Site, and stop any activity relating to Promotional Messaging. All rights and licenses granted to the Affiliate in this Agreement shall immediately terminate.

**7.2.1** If the Affiliate has failed to fulfill its obligations and responsibilities under this Agreement, the Operator will not be obligated to pay the Affiliate any amounts otherwise owing to the Affiliate on termination or thereafter, where applicable.

**7.2.2** The Operator may withhold the Affiliate's final payment for a reasonable time to ensure that the correct amount is paid and that there are no debts or liabilities owing from you to it. The Operator will be entitled to deduct from any payments due and payable to the Affiliate, any such debts and liabilities due to Operator, if any.



**7.2.3** Any continued access and use by Customers of any of the Sites following the termination of this Agreement (if any) shall not constitute continuation or renewal of this Agreement or a waiver of its termination. For the avoidance of doubt, no additional payments will be due from the Operator to the Affiliate in relation to the same.

**7.2.4** Notwithstanding deemed termination pursuant to clause 7.1.3.10, any account unused for withdrawals, or otherwise inactive, for a period of at least six (6) consecutive months will be an "Inactive Account". The Operator shall notify the Affiliate that its account is an Inactive Account and that the Inactive Account Fee will be deducted if the Affiliate does not reactivate its account ("Inactive Account Notice"). The Operator shall be entitled to retain fifty (50) percent of the total balance remaining on the Inactive Account ("Inactive Account Fee") after 14 days have elapsed from the date of the Inactive Account Notice. Should the Affiliate subsequently fail to withdraw the remaining balance from the account, the Operator shall be entitled to retain the remainder of the balance on the account without further notice to the Affiliate upon expiration of 45 days from the date of the Inactive Account Notice.

**7.2.5** The following clauses shall survive termination of this Agreement for any reason: 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 3.8, 3.9, 7.2, 9, 11, 12, and 17.

## **8. THE AFFILIATE'S REPRESENTATIONS AND WARRANTIES**

Without derogating from or limiting, and in addition to, any of the Affiliate's other representations, warranties, covenants and obligations contained in this Agreement, the Affiliate hereby represents and warrants to the Operator the following:

**8.1** the execution, delivery and performance by the Affiliate of this Agreement and the completion by the Affiliate of the transactions contemplated hereby will not conflict with or violate any provision of Relevant Law or agreement to which the Affiliate is subject;

**8.2** the Affiliate is not under the age of either (i) 21, or (ii) the age at which gaming activities are legal under the Relevant Law of the jurisdiction that applies to it, whichever is greater;

**8.3** the Affiliate is not involved in or does not intend to be involved in or is not aware of any act or traffic that involves its site and that constitutes or can be reasonably expected to constitute Fraud or illegal activity, including but not limited to money laundering, under any Relevant Law;

**8.4** The Affiliate shall place Banners and Text Links and or carry out advertising for and on behalf of the Operator solely on websites which include content owned or licensed by such website owner and the Affiliate shall under no circumstances place Banners and Text Links and/or any other form of advertising for or on behalf of the Operator on websites which include content that infringes third party intellectual property rights; and

**8.5** by participating in the WHAP, the Affiliate acknowledges that it does not find the Operator's services to be offensive, objectionable or unfair in any way.

## **9. INDEMNITY**

Without limiting any of the Operator's rights and remedies hereunder or under any Relevant Law, the Affiliate agrees to defend and hold the Operator, its Related Entities and their shareholders, directors, officers, employees, agents and other representative harmless, and to immediately indemnify them upon their written demand, against any and all liabilities, losses, damages, fines and penalties (including, but not limited to, those from any Gaming Commission), costs and expenses, including reasonable legal fees, resulting from, arising out of, or in any way connected with:

**9.1** any breach by the Affiliate of any warranty, representation, or agreement or clause contained in this Agreement;

**9.2** the performance of the Affiliate's duties and obligations under this Agreement; and

**9.3** any claim or demand by a third party relating to the development, operation, maintenance or content of the Affiliate's website, including (for the avoidance of doubt, but without limitation) the content on it, its domain name, metatag or any adword or other search engine optimization tool connected to it.

## **10. NO WARRANTIES**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE OPERATOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE WHAP OR TO ANY ARRANGEMENTS CONTEMPLATED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WITH REGARD TO THEIR FUNCTIONALITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, MERCHANTABILITY, LEGALITY OR NON-INFRINGEMENT. IN ADDITION, THE OPERATOR MAKES NO REPRESENTATION THAT THE OPERATION OF THE SITES WILL BE UNINTERRUPTED OR ERROR-FREE AND IT WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

## **11. NO LIABILITY FOR PROMOTED SITES**

The Operator is not liable in any way, nor does it assume any responsibility for or make any representations or warranties with regard to, any of the Sites, their operations, content or any other aspect related thereto.

## **12. LIMITATION OF LIABILITY**

**12.1** ANY LIABILITY TO THE AFFILIATE ARISING FROM THIS AGREEMENT AND THE WHAP IS LIMITED TO DIRECT DAMAGES ONLY. THE OPERATOR WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS, OR ARISING FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

**12.2** IN ANY EVENT AND UNDER ANY AND ALL CIRCUMSTANCES, THE OPERATOR'S AGGREGATE AND TOTAL LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE WHAP WILL NOT EXCEED THE AGGREGATE OF ALL PAYMENTS MADE TO THE AFFILIATE UNDER THIS AGREEMENT OVER THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

**12.3** 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.

**12.4** Nothing in this Agreement shall serve to limit either party's liability to the other party for death or personal injury caused by the indemnifying party's gross negligence, or for fraud.

**12.5** FOR THE AVOIDANCE OF DOUBT, IN NO EVENT SHALL THE OPERATOR BE RESPONSIBLE FOR ANY DISPUTE OR CLAIM BETWEEN THE AFFILIATE AND ANY USER OF THE AFFILIATE'S WEBSITE.

## **13. RELATIONSHIP OF PARTIES**

**13.1** The relationship between the parties to this Agreement is that of independent contractors and nothing contained in this Agreement shall be deemed to create a joint venture, partnership, employment, agency or similar arrangement between the parties. No party possesses the power or authority to bind the other, or to assume or create any obligation or responsibility, expressed or implied, on behalf of the other, and no party shall represent to anyone that it possesses such power or authority, except to the extent that such is required for the performance of the obligations of each party as detailed in this Agreement.

**13.2** The Affiliate will have no authority to make or accept any offers, representations or obligations on the Operator's behalf. The Affiliate will not make any statement, whether on its site or otherwise, that could be reasonably construed to contradict the foregoing. The Affiliate agrees to indemnify the Operator for any and all payments that it is required to make to the Affiliate or any of the Affiliate's employees in the event that any judgment, fines or penalties are imposed on the Operator by a court, agency or tribunal stating that an employer- employee relationship existed between the Operator and the Affiliate or the Affiliate's employees.

#### **14. INDEPENDENT INVESTIGATION AND ACKNOWLEDGEMENT**

**14.1** THE AFFILIATE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

**14.2** THE AFFILIATE UNDERSTANDS THAT THE OPERATOR 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 THE AFFILIATE'S SITE.

**14.3** THE AFFILIATE ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE WHAP AND THAT IT IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

#### **15. AMENDMENTS TO AGREEMENT**

**15.1** The Operator may amend any of the terms and conditions contained in this Agreement, at any time and at its sole discretion, by posting the amended agreement on the "Terms & Conditions" page on the William Hill Affiliates Website. Any changes will take effect from the date specified in the Agreement and the Affiliate is solely responsible for making itself aware of any such amended versions and changes. It is important, therefore, that the Affiliate logs in from time to time to the section of the William Hill Affiliates Website relating to 'Affiliates' to check to see whether an amended version has been posted to the William Hill Affiliates Website, or carry out such checks by other relevant means. Amendments may include, for example, changes in the reward amounts payable under this Agreement, payment procedures, and restrictions on operation and any other WHAP rules. None of the Operator's employees, officers or agents may orally amend, modify or waive any provision of this Agreement.

**15.2** IF ANY AMENDMENT IS UNACCEPTABLE TO THE AFFILIATE, THE AFFILIATE'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. THE AFFILIATE'S CONTINUED PARTICIPATION IN THE WHAP FOLLOWING THE OPERATOR'S POSTING OF ANY AMENDED AGREEMENT ON ITS SITE WILL CONSTITUTE A BINDING ACCEPTANCE OF THE AMENDED AGREEMENT, WHETHER OR NOT THE AFFILIATE HAS ACTUALLY LEARNED OF OR READ THE RELEVANT CHANGES.

#### **16. DATA PROTECTION AND MARKETING**

**16.1** Without prejudice to any terms set out in this clause 16, the Affiliate agrees that it shall only send Promotional Messaging to Affiliate Customers with the Operator's prior written consent and always in compliance with Relevant Law. For the avoidance of doubt, any consent provided by the Operator in relation to Promotional Messaging excludes any consent to send Promotional Messaging containing solely William Hill offers to Excluded Customers notified to Affiliate.

**16.2** The Affiliate shall at all times comply with the Data Protection Laws including, without limitation, ensuring that Affiliate Customers' personal data: (i) is collected fairly, lawfully and transparently; (ii) is processed in accordance the Data Protection Laws; and (iii) is protected from loss, theft, accidental destruction or unauthorized access by implementing appropriate technical and organization measures

in respect of such personal data.

**16.3** The Affiliate warrants that all direct marketing sent to Affiliate Marketing Customers shall only be done so where such Affiliate Marketing Customers have been given an opt-out option from receiving such future marketing communication as required by the Data Protection Laws.

**16.4** The Affiliate shall notify the Operator immediately in the event that it breaches (or suspects that it has breached) any of the warranties in this clause 16.

**16.5** Without prejudice to the warranties given in this clause 16, the Affiliate shall not send any direct marketing or other Promotional Messaging to any Affiliate Marketing Customer where it has received instructions from the Operator not to send direct marketing – whether pursuant to the Excluded Customers API or otherwise. The Affiliate shall confirm its compliance with any instructions pursuant to this clause 16.6 by email to [usco-affiliates@williamhill.us](mailto:usco-affiliates@williamhill.us) no less than 48 hours after receipt of an instruction from the Operator.

**16.6** The Affiliate shall notify the Operator immediately in the event that any Affiliate Customer makes a complaint to the Affiliate, or where any governmental authority contacts the Affiliate, in respect of direct marketing or the Affiliate's processing of such Affiliate Customer's personal data.

**16.7** The Operator may, from time to time, request that the Affiliate provide evidence of its compliance with this clause 16 and Affiliate shall provide such evidence as the Operator may reasonably request within seven days of receipt of such request.

**16.8** The Affiliate shall ensure that all employees, agents and affiliated parties acting on its behalf pursuant to this Agreement are bound by contractual terms no less onerous than the standards prescribed by the Data Protection Laws.

**16.9** The Affiliate shall provide the Operator with all such assistance as necessary in respect of data breaches, claims and requests for information made against the Operator in respect of any communications sent by the Affiliate under this Agreement, in particular, any investigations made by a governmental authority with respect thereto. The Affiliate shall ensure that any communications sent by it or any of its agents are duly tagged to allow tracking in the event that they are forwarded to the Operator as part of a complaint.

**16.10** The Affiliate agrees to indemnify the Operator and defend the Operator at its own expense against all costs, claims, fines, group actions, damages and expenses incurred by the Operator or for which the Operator may become liable due to any failure by the Affiliate or its employees, agents to comply with any of its obligations under this clause 16 or any failure to comply with Data Protection Laws. Nothing in this Agreement shall limit the Affiliate's liability under this clause 16.

## **17. MISCELLANEOUS**

### **17.1 Use of the Affiliate's Personal Information**

**17.1.1** The Affiliate acknowledges that its personal information (meaning any information about it from which it can be personally identified, such as its name, address, telephone number or email address) may be used by the Operator for the following purposes:

- **17.1.1.1** to set up and maintain the Affiliate's account with the Operator; and for the provision of the services to which this WHAP relates;

- **17.1.1.2** to comply with relevant regulations regarding the Affiliate's registration with the Operator, including verifying the information which the Affiliate provides to it;

- **17.1.1.3** to monitor activities in order to detect Fraudulent or otherwise unlawful, criminal or improper activities (including money laundering) and breaches of this WHAP; and to investigate and/or prevent any such activities; to report any such activities to any relevant authorities and/or other online gaming and gaming operators or other online service providers;
- **17.1.1.4** to keep the Affiliate informed of future events, offers and promotions in relation to its account; and to provide the Affiliate with important information about its account; and
- **17.1.1.5** for any other purpose which is necessary for the performance of the Operator's contractual obligations to the Affiliate, or for enforcing the Affiliate's compliance with its contractual obligations to the Operator.

**17.1.2** The Affiliate further acknowledges that its personal information as set out in clause 17.1.1 above may be disclosed by the Operator to relevant third parties for such purposes, including (without limitation) to:

- **17.1.2.1** identify and/or age verification agencies, and/or credit checking agencies;
- **17.1.2.2** relevant authorities, other online gaming and gaming operators, other online service providers, banks, credit card companies, electronic payment providers or other financial institutions, and the Affiliate hereby agrees to cooperate fully with the Operator in respect of any such investigations of activities which it or any such third party may carry out.

**17.1.3** The Operator shall ensure that where the Affiliate's personal data is transferred to affiliates or payment providers it shall have adequate measures in place to maintain the security of the Affiliate's personal information.

## **17.2 Remedies and Injunctive Relief.**

The Operator's rights and remedies hereunder shall not be mutually exclusive. The exercise of one or more of the Operator's rights or remedies in connection with this Agreement shall not preclude the exercise of any other right or remedy. The Affiliate acknowledges, confirms and agrees 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 by the Affiliate of any provision of this Agreement, the Operator's rights and obligations may be enforceable by specific performance, injunction, or other equitable remedy. Nothing contained in this Agreement shall limit or affect any of the Operator's rights at law, contract 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 the Operator's respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

## **17.3 Regulatory Compliance**

Affiliate acknowledges that William Hill and its respective parent corporations, subsidiaries and affiliates (collectively the "William Hill Group") are licensed by or otherwise subject to the authority of various casino and gaming regulatory agencies (the "Regulators"). Affiliate further acknowledges that the William Hill Group's respective gaming licenses are of vital importance to the William Hill Group and their respective businesses. The William Hill Group has adopted regulatory compliance policies, and Affiliate agrees to provide the William Hill Group with such documentation, information and assurances regarding itself, any principal employees, directors, officers, brokers, agents or others as may be necessary in order for the William Hill Group to comply with the William Hill Group's regulatory compliance policy and with the requests or requirements of the Regulators. The foregoing shall be a fundamental obligation of Affiliate. In the event William Hill shall, in good faith, determine in its sole and exclusive judgment, that Affiliate is, or may be, engaged in or about to be engaged in, any activity or activities that may negatively impact or affect William Hill's ability to conduct business or the business of any of its affiliates or subsidiaries as qualified or licensed by the applicable Regulators or any gaming licenses or permits held by those entities, or that the relationship between William Hill and Affiliate could have an adverse effect, then William Hill shall



have the right to terminate this Agreement immediately, upon written notice, without penalty, prejudice or further liability, subject to clause 17.3.

#### **17.4 Governing Law and Jurisdiction.**

**17.4.1** The construction, validity and performance of this Agreement will be governed by Colorado law.

**17.4.2** This however, shall not prevent the Operator from bringing any action in a court of any competent jurisdiction for injunctive or similar relief.

**17.4.3** The English language version of this Agreement will prevail over any other language version issued by the Operator.

#### **17.5 Severability.**

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 invalidity or unenforceability will not affect the other provisions of this Agreement which will remain in full force and effect.

#### **17.6 No Third Party Beneficiaries**

Except where a third party has been designated by the Operator to promote a website pursuant to clause 4.1.3, the parties do not intend that the terms of this Agreement shall be enforceable by any person who is not a party to this Agreement.

#### **17.7 No Waiver**

The Operator's failure to enforce the Affiliate's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

#### **17.8 No Assignment.**

The Affiliate may not assign or transfer this Agreement or any part thereof without the Operator's prior written consent.

#### **17.9 Entire Agreement.**

This Agreement constitutes the complete understanding and agreement of the parties and supersedes all prior negotiations, understandings, agreements, representations and warranties of any nature whether or not in writing between the parties with respect to the subject matter of this Agreement.

#### **17.10 Notices.**

Unless otherwise agreed to by the parties in writing, all notices required under this Agreement will be deemed effective when received and made in writing either electronically with a read receipt requested or by registered postal mail to the addresses detailed in the Affiliate's registration details or to the Operator by way of email at [usco-affiliates@williamhill.us](mailto:usco-affiliates@williamhill.us)

#### **17.11 Anti-Bribery and Anti-Corruption.**

17.11.1 The parties shall not, and each shall represent and warrant that each of their respective officers, employees, shareholders, representatives or agents shall not, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage with respect to any matters which are the subject of this Agreement which:

- 17.11.1.1 would violate any applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, as well as any other applicable law prohibiting public or commercial bribery, extortion, kickbacks, or other unlawful or improper means of conducting business



or regulations applicable to either party;

- 17.11.1.2 is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept;
- 17.11.1.3 is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or
- 17.11.1.4 a reasonable person would otherwise consider to be unethical, illegal or improper.

17.11.2 If either party fails to comply with the provisions set forth in this Section, the breaching party shall indemnify and defend the non-breaching Party, its parents, subsidiaries, affiliates, agents and employees from and against any and all claims, fines or damages of any kind (including, without limitation, court costs and legal fees) resulting from such breaching party's failure to comply with the provisions of this Section. Breach of this Section shall constitute an Event of Default hereunder and shall entitle the non-breaching party the right to immediately terminate this Agreement without incurring any liability to the breaching Party.

#### **17.12 Workplace Discrimination or Harassment.**

**17.10.1** The Parties mutually agree that they do not tolerate workplace discrimination or harassment, including, without limitation, sexual harassment, committed by any person within their organization, including, without limitation, an owner, manager, employee or independent contractor, or by any person outside their organization, including, without limitation, a customer, client, vendor, contractor, consultant, or other person that does business with the organization (each a "Representative"). Any form of workplace discrimination or harassment, including sexual harassment, which violates federal, state or local law, including, but not limited to, discrimination or harassment based on an individual's race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, or any other protected status in accordance with the requirements of all federal, state and local laws is a violation of this Section. Affiliate shall adopt and implement written policies and procedures prohibiting workplace discrimination or harassment. In the event the Affiliate becomes aware of a violation of this Section, Affiliate shall notify the Operator informing Operator that a Representative is not adhering to the anti-discrimination/anti-harassment policy of the Parties. Operator shall investigate such allegation, and in the event the Operator determines such Representative is not adhering to the anti-discrimination/anti-harassment policy of the Affiliate, the Operator may terminate this Agreement with immediate effect.

**Updated August 21, 2020**