

Terms and Conditions

1.10.2021

Version: 1.01

Zinkra affiliates is here for you to market Zinkra.com and any future brands (the “Affiliate Program”) is provided by Gammix Ltd, Registration # C68405, a company incorporated under the laws of Malta with office 77 Spinola Road, St Julians, Malta (hereinafter referred to as the “Company” or “Zinkra Casino”), and the person/company set out on the relevant application form (hereinafter the “Affiliate”), enabling the Affiliate to join and become a member of Zinkra Casino Affiliate Programme.

By completing the Affiliate application to the Affiliate Program and clicking “I have read and agreed to the Affiliate Terms and Conditions (the “Terms”)” within the registration form, you (hereinafter the “Affiliate”) hereby agree to participate in the Affiliate Program and abide by all the Terms and Conditions set out in this Agreement. The outlined commission structure in Article 20 of this Agreement shall be deemed to form an integral part thereof. The Company reserves the right to amend, alter, delete, or extend any provisions of this Agreement, at any time and at its sole discretion, without giving any advance notice to the Affiliate subject to the Terms set out in this Agreement.

You shall be obliged to continuously comply with the Terms of this Agreement, the General Terms and Conditions and Privacy Policies of the website Zinkra.com (referred to as the “Company Websites”), as well as with any other rules and/or guidelines brought forward from time to time. An agreement between the Company and the Affiliate shall be coming into effect on the date when the Affiliate application is approved by Company.

Article 1

Purpose:

1.1 The Company is in the business of marketing, logistical and general support services in connection with remote gaming. The Company has entered into an agreement with Gammix Limited, an online gaming company incorporated in Malta and licensed by the Malta Gaming Authority to inter alia assume responsibility for the advertising, marketing and promotional aspects of the online gaming business carried out on Company Websites and as part of this function the Company is operating the Zinkra Partner Program.

1.2 The Affiliate maintains and operates one or more websites on the internet (hereinafter collectively referred to as “Affiliate Website”), and/or refers potential customers to Company Websites through other channels.

1.3 This Agreement governs the Terms and Conditions which are related to the promotion of the Company Websites by the Affiliate, whereby the Affiliate will be paid a commission as defined in this Agreement depending on the traffic sent to the Company’s websites and as subject to the Terms in this Agreement.

1.4 The definition of the term “Net Revenue” can be found within Article 20 of the Terms. In case of an introduction of another product, or group of products in the future, Company and/or Zinkra the right to use an individual definition of the term “Net Revenue” for each product.

Article 2

Acceptance of an Affiliate:

2.1 The Company shall evaluate the Affiliate application form hereby submitted and shall inform the applicant in writing (email) whether the membership is accepted or not. The Company reserves the right to refuse any registration in its sole and absolute discretion.

Article 3

Qualifying Conditions:

3.1 The Affiliate hereby warrants that he/she:

- a) is of legal age in the applicable jurisdiction in order to agree to and to enter into an agreement.
- b) is competent and duly authorized to enter into binding agreements.
- c) is the proprietor of all rights, licenses and permits to market, promote and advertise Company Websites in accordance with the provisions of this Agreement.
- d) will comply with all applicable rules, laws and regulations in correlation with the promotion of Company Websites.
- e) fully understands and accepts the Terms of the Agreement.

Article 4

Responsibilities and Obligations of the Company:

4.1 The Company shall provide the Affiliate with all required information and marketing material for the implementation of the tracking link.

4.2 The Company shall administer the turnover generated via the tracking links, record the net revenues and the total amount of commission earned via the link, provide the Affiliate with commission statistics, and handle all customer services related to the business. A unique tracking identification code will be assigned to all referred customers.

4.3 The Company shall pay the Affiliate the amount due depending on the traffic generated subject to the Terms of this Agreement.

Article 5

Responsibilities and Obligations of the Affiliate:

5.1 The Affiliate hereby warrants:

a) to use its best efforts to actively and effectively advertise, market and promote Company Websites as widely as possible (excluding SPAM and direct marketing towards certain markets) in order to maximize the benefit to the parties and to abide by the guidelines of the Company as they may be brought forward from time to time and/or as being published online.

b) to market and refer potential players to Company Websites at its own cost and expense. The Affiliate will be solely responsible for the distribution, content and manners of its marketing activities. All of the Affiliate's marketing activities must be professional, proper and lawful under applicable laws and must be in accordance with this Agreement.

c) to use only a tracking link provided within the scope of the Affiliate Program, otherwise no warranty whatsoever can be assumed for proper registration and sales accounting. Also, not to change or modify in any way any link or marketing material without prior written authorization from the Company.

d) to be responsible for the development, operation, and the maintenance of its website as well as for all material appearing on its website.

5.2 The Affiliate hereby warrants:

a) that it will not perform any act which is libellous, discriminatory, obscene, unlawful or otherwise unsuitable or which contains sexually explicit, pornographic, obscene or graphically violent materials.

b) that it will not actively target any person who is under the legal age for gambling.

c) that it will not actively target any jurisdiction where gambling and the promotion thereof is illegal, and not do any Direct Marketing (SMS/ EMAIL) towards Sweden or Swedish players.

d) that it will not generate traffic to the Company Websites by illegal or fraudulent activity, particularly but not limited to by:

i. sending spam.

ii. incorrect meta tags.

iii. registering as a player or making deposits directly or indirectly to any player account through his tracker(s) for its own personal use and/or the use of its relatives, friends, employees or other third parties, or in any other way attempt to artificially increase the commission payable or to otherwise defraud the Company. Violation of this provision shall be deemed to be fraud and give the Company right to terminate the Agreement with immediate effect, to close any related Affiliate accounts and to retain any earnings of an Affiliate who is found to violate this point.

e) that it will not present Affiliate Website in any way that might evoke any risk of confusion with Zinkra and/or the Company Websites and/or the Company and/or convey the impression that the Affiliate Website is partly or fully originated from Zinkra and/or the Company.

f) with exception of the marketing materials as may be forwarded by the Company and/or made available online through the website <https://partners.zinkra.com/> the Affiliate may not use "Zinkra", "zinkra.com" or other terms, trademarks and other intellectual property rights that are vested in the Company unless the Company or consents to such use in writing.

g) that it will not purchase, attempt to register, or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service which are identical or similar to any of the Company's websites and trademarks, trade names or otherwise include the word "zinkra" or variations thereof.

h) that it will not use any of the Company Websites' trademarks, trade names or otherwise include the word "Zinkra" variations that are confusingly similar, in affiliate urls. Brand names may not be used in a derivative url or subdomain.

i) that it will only generate traffic to the Company Website through seo and ppc activities. Traffic originating from email, sms, native or any other direct marketing is not allowed unless this has been approved beforehand in writing by the Zinkra Partners Team. A breach of this may void any future commissions for the partners and its company.

j) that it will not use any of the Zinkra characters for marketing purposes.

k) it will make sure that all marketing is clear, correctly advertised and mention that T&C's Apply. An 18+ message symbol together with a link to begambleaware.org or a local version will be included when promoting Zinkra.com. When promoting a Zinkra bonus or offer it must include any wagering requirements, maximum bonus amount available, the minimum deposit needed to activate the bonus, any withdrawal limits attached to the bonus and to include "new customers only" if it's a welcome offer that is being marketed. Full promotional Terms and Conditions need to be available one click away.

l) it will not give the impression that gambling can be a source of income or a way to pay off debts.

m) if it induces damages in the form of fines or penalties for the Company. Then it will be held responsible for these damages.

n) failure to follow these Terms and Conditions will grant the Zinkra Partners team the right to immediately terminate this Agreement.

Article 6

Payment:

6.1 The Company agrees to pay the Affiliate a commission based on the Net Revenue generated from new customers referred by the Affiliate's website and/or other channel. New customers are those customers of the Company who do not yet have and have not had an account with any Company Website and who access the Affiliate Website via the tracking link and who properly register and make real money transfers at least equivalent to the minimum deposit into their Zinkra.com account. The commission shall be deemed to be inclusive of value added tax or any other tax if applicable.

6.2 The commission shall be a percentage of the Net Revenue in accordance with what is set out in the commission structures for the particular product. The calculation is product specific and it is set out in every product-specific commission structure.

6.3 The commission is calculated at the end of each month and payments shall be performed by the 20th day of each calendar month, provided that the amount due exceeds €100 for SEPA Bank Wire transfers. If the balance due is less than the minimum threshold, it shall be carried over to the following month and shall be payable when the accrued balance exceeds the minimum threshold.

6.4 Payment of commissions shall be made as per the payment method chosen by the Affiliate in the Affiliate account. If an error is made in calculating the commission, the Company reserves the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.

6.5 Acceptance of payment by the Affiliate shall be deemed to be full and the final settlement of the balance due for the period indicated.

6.6 If the Affiliate disagrees with the balance due as reported, it shall within a period of thirty (15) days send an email to the Company to partners@zinkra.com and indicate the reasons for such dispute. Failure to send an email within the prescribed time limit shall be deemed to be considered as an irrevocable acknowledgment of the balance due for the period indicated.

6.7 The Company may delay payment of any balance to the Affiliate for up to one hundred and eighty (180) days, while it investigates and verifies that the relevant transactions comply with the provisions of the Terms.

6.8 No payment shall be due when the traffic generated is illegal or contravenes any provision of these terms.

6.9 The Affiliate agrees to return all commissions received based on fraudulent or falsified transactions, plus all costs for legal causes or actions that may be brought against the Affiliate to the fullest extent of the law.

6.10 For the sake of clarity the parties specifically agree that upon termination of this Agreement by either party, the Affiliate shall no longer be entitled to receive any payment whatsoever from the Company, provided that payments already due (earned and unpaid commissions) shall be paid out.

6.11 At the sole discretion of the Company the Affiliate may be given the opportunity to restructure its commission structure. Examples of alternative revenue sources could include a cost per acquisition (CPA) model. Once an Affiliate opts to accept the Company's offer for a different revenue structure to the standard commission structure outlined in article 20, then the Affiliate is aware and hereby agrees and understands that the new proposed revenue structure shall replace his existing commission structure in its entirety. Notwithstanding the above, all the Affiliate's obligations assumed under this present agreement will still continue to apply to the Affiliate up until the termination of this Agreement and thereafter in accordance with the Terms and Conditions contained in this Agreement.

6.12 The Affiliate shall be exclusively responsible for the payment of any and all taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority, department or other competent entity by the Affiliate as a result of the revenue generated under this Agreement. The Company shall in no manner whatsoever be held liable for any amounts unpaid but found to be due by the Affiliate and the Affiliate hereby indemnifies the Company in that regard.

Termination:

7.1 This Agreement may be terminated by either party by giving a thirty (30) day written notification to the other party. Written notification may be given by an email.

7.2 The contracting parties hereby agree that upon the termination of this Agreement:

- a) The Affiliate must remove all references to the company and/or its brands (including brands of its subsidiary companies) and/or the Company Websites from the Affiliate's websites and/or other marketing channels and communications, irrespectively of whether the communications are commercial or non-commercial.
- b) All rights and licenses granted to the Affiliate under this Agreement shall immediately terminate and all rights shall revert to the respective licensors, and the Affiliate will cease the use of any trademarks, service marks, logos and other designations vested in the Company.
- c) The Affiliate will be entitled only to those earned and unpaid commissions as of the effective date of termination; however provided, the Company may withhold the Affiliate's final payment for a reasonable time to ensure that the correct amount is paid. The Affiliate will not be eligible to earn or receive commissions after this date.
- d) If this Agreement is terminated by the Company on the basis of the Affiliate's breach of terms or applicable laws, the Company shall be entitled to withhold the Affiliate's earned but unpaid commissions as of the termination date as collateral for any claim arising from such breach. It is further specified that termination by the Company due to a breach by the Affiliate of any of the clauses in this Agreement shall not require a notice period and such termination shall have immediate effect upon simple notification by the Company to the Affiliate.
- e) the Affiliate must return to the Company any and all confidential information (and all copies and derivations thereof) in the Affiliate's possession, custody, and control.
- f) the Affiliate will release the Company from all obligations and liabilities occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination. Termination will not relieve the Affiliate from any liability arising from any breach of this Agreement, which occurred prior to termination and/or to any liability arising from any breach of confidential information even if the breach arises at any time following the termination of this Agreement. The Affiliate's obligation of confidentiality towards the Company shall survive the termination of this Agreement.

Article 8

Warranties:

8.1 The Affiliate expressly acknowledges and agrees that the use of the internet is at its risk and that this Affiliate Program is provided “as is” and “as available” without any warranties or conditions whatsoever, express, or implied. No guarantee is made that it will make access to its website possible at any particular time or any particular location.

8.2 The Company shall in no event be liable to the Affiliate or anyone else for any inaccuracy, error, or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of the Company Websites or the Affiliate Program.

Article 9

Indemnification:

9.1 The Affiliate agrees to defend, indemnify, and hold the Company and its Affiliates, successors, officers, employees, agents, directors, shareholders, and attorneys, free and harmless from and against any and all claims and liabilities, including reasonable attorneys’ and experts’ fees, related to or arising from:

- a) any breach of the Affiliate’s representations, warranties, or covenants under this Agreement.
- b) the Affiliate’s use (or misuse) of the marketing materials.
- c) all conduct and activities occurring under the Affiliate’s user id and password.
- d) any defamatory, libellous or illegal material contained within the Affiliate’s website or as part of the Affiliate’s information and data.
- e) any claim or contention that the Affiliate’s website or the Affiliate’s information and data infringes any third party’s patent, copyright, trademark, or other intellectual property rights or violates any third party’s rights of privacy or publicity.
- f) third party access or use of the Affiliate’s website or to the Affiliate’s information and data.
- g) any claim related to the Affiliate Website.
- h) any violation of this Agreement.

9.2 The Company reserves the right to participate, at its own expense in the defence of any matter.

Article 10

Company Rights:

10.1 The Company may refuse any player or close a player’s account if it is necessary to comply with the Company’s policy and/or protect the interest of the Company.

10.2 The Company may refuse any applicant and/or may close any Affiliate's account if it is necessary to comply with the Company's policy and/or protect the interest of the Company. If the Affiliate is in breach of this Agreement or the Company's terms or other rules, policies and guidelines of the Company, the Company may, besides closing the Affiliate's account, take any other steps at law to protect its interests.

Article 11

Governing Law & Jurisdictions:

11.1 This Agreement shall be governed and construed in accordance with the laws of Malta and any action or dispute relating to this Agreement must be brought in Malta and the Affiliate irrevocably consents to the jurisdiction of the Maltese law courts.

Article 12

Assignment:

12.1 The Affiliate may not assign this Agreement, by operation of law or otherwise, without obtaining the prior written consent of the Company. In the event that the Affiliate acquires or otherwise obtains control of another Affiliate of Zinkra, then accounts will coexist on individual terms.

12.2 The Company may assign this Agreement, by operation of the law or otherwise, at any time without obtaining the prior consent of the Affiliate.

Article 13

Non-waiver:

13.1 The Company's failure to enforce the Affiliate's adherence to the Terms outlined in this Agreement shall not constitute a waiver of the right of the Company to enforce said terms at any time.

Article 14

Force Majeure:

14.1 Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a cause beyond the reasonable control of and is not the fault of such party, including but not limited to labour disputes, strikes, industrial disturbances, acts of god, acts of terrorism, floods, lightning, utility or communications failures, earthquakes, or other casualty. If a force majeure event occurs, the non-performing party is excused from whatever performance is prevented by the force majeure event to the extent prevented. Provided that, if the force majeure event subsists for a period exceeding thirty (30) days, then either party may terminate the Agreement without notice.

Article 15

Relationship of the Parties:

15.1 Nothing contained in this Agreement, nor any action taken by any party to this Agreement, shall be deemed to constitute either party (or any of such party's employees, agents, or representatives) an employee, or legal representative of the other party, nor to create any partnership, joint venture, association, or syndication among or between the parties, nor to confer on either party any express or implied right, power or authority to enter into any agreement or commitment on behalf of (nor to impose any obligation upon) the other party.

Article 16

Severability / Waiver:

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

Article 17

Confidentiality:

17.1 All information, including but not limited to business and financial, lists of customers and buyers, as well as price and sales information and any information relating to products, records, operations, business plans, processes, product information, business know-how or logic, trade secrets, market opportunities and personal data of the Company shall be treated confidentially. Such information must not be used for own commercial or other purposes or divulged to any person or third party neither directly nor indirectly unless the prior explicit and written consent of the Company this provision shall survive the termination of this Agreement.

17.2 The Affiliate obliges himself not to use the confidential information for any purpose other than the performance of its obligations under this Agreement.

Article 18

Changes to this Agreement

18.1 The Company reserves the right to amend, alter, delete, or add to any of the provisions of this Agreement, at any time and at its sole discretion, without giving any advance notice to the Affiliate subject to the Terms set out in this Agreement. The

company will try to notify affiliate partners via email or by a pop-up message once the Affiliate logs into the Affiliate Platform – whichever occurs sooner. If the Affiliate does not agree to such changes, the Affiliate may terminate this Agreement in accordance with its terms. However, should the Affiliate continue to participate in the Program after the Company has posted the changes, this will constitute binding acceptance of such changes.

18.2 In case of any discrepancy between the meanings of any translated versions of this Agreement, the english language version shall prevail.

Article 19

Trademarks:

19.1 Nothing contained in this Agreement will grant the Affiliate any right, title or interest in the trademarks, trade names, service marks or other intellectual property rights [hereinafter referred to simply as 'marks'] of the Company or Zinkra.com. At no time during or after the term will the Affiliate attempt or challenge or assist or allow others to challenge or to register or to attempt to register the marks of Company or Zinkra (including its group companies). Provided also that Affiliate shall not register nor attempt to register any mark or website domain which is identical or similar to any mark which belongs to Company or Zinkra(including its group companies).

Article 20

Commission Structure:

Commissions are paid out as a percentage of the Net Revenue.

For Affiliates, the Net Revenue (applying to all products) is defined as:

Bets – Wins – Jackpot contribution* – Admin Fee** – Paid Bonuses*** – Transaction Costs & Chargebacks – Applicable Gambling Taxes****

The Net Revenue share percentage is determined by the amount of new depositing customers referred by the Affiliate within the month the commission is paid for or if a written other deal is agreed upon that supersedes the below structure.

Number of new depositing customers – Affiliate share

0-5 -25%

6-10 -30%

11-20 -35%

21-40 -40%

41+ -45%

The amount of commission earned when reaching a tier will apply to all customers, also those referred to reach that tier.

* Jackpot Contribution is defined as the sum of Jackpot Payouts (when a player wins a Progressive Jackpot) and Jackpot Pay-ins (percentage contribution going into the Progressive Jackpot from each spin).

** The admin fee is a value which contains the license fee, game- and payment provider fee and platform fee.

*** Bonuses in this case means paid bonuses to the customer, not granted bonuses. The difference is that a paid bonus is a type of bonus money where the customer has actually reached the wagering requirement and/or has received the funds on his/her real money wallet.

**** The gambling tax is monies paid in the form of betting duties or taxes payable by the operator to the authorities, not including corporate income tax or equivalent. The gambling tax does solely apply to revenues being generated from within the relevant jurisdictions and will be charged at the given rate of taxation of the respective gambling authorities.

20.1 If a qualified player wins money and the revenue share in a particular month becomes negative, a negative balance will not be carried forward to the following month or to successive months, and there shall be no deductions to the revenue share of successive months (exception: individual players who win more than EUR 5,000 in a single month are excluded from the “no negative carry over” rule. Such players are isolated until they become “positive” players again).

20.2 If a player comes to the site through a Hybrid (Cost Per Acquisition + Revenue share) or Cost Per Acquisition deal and manages to make a deposit even though the player should be blocked for responsible gaming issues the fixed part of the deal will be voided. Same will be true if a player blocks himself within the first 72 hours from their first deposit.

Annex A – General Conditions

The Affiliate shall not publish, through any medium whatsoever, advertising, or publish content related to the Company on sites/pages/media which displays content, that:

encourages anyone to contravene gaming laws;
is not socially responsible, with particular regard to the need to protect children, young persons, and other vulnerable persons from being harmed or exploited;
portrays, condones, or encourages gambling behaviour that is socially irresponsible or could lead to financial, social or emotional harm;

exploit the susceptibilities, aspirations, credulity, inexperience, or lack of knowledge of children, young persons and/or other vulnerable persons;

shows people aged below eighteen years gambling;

encourages, targets or is otherwise directed at those aged below eighteen years through the selection of particular media or the context in which such appears. For the sake of clarity, the Affiliate understands and accepts that no content on its website (or in any other promotional material which may be used to promote the Company Website/s) shall feature cartoon characters, animals and fairy tale themes or any other content generally that has particular appeal to children or persons below the age of eighteen.

be likely to be of particular appeal to children or young persons (under 18s), especially by reflecting or being associated with youth culture;

is false or untruthful, particularly about the chances of winning or the expected return to a player;

suggests that gambling can be a solution to financial concerns, an alternative to employment or a way to achieve financial security;

suggests that skill can influence games that are purely games of chance;

promotes smoking and/or the abuse of the consumption of alcohol while gambling;

suggests that gambling can provide an escape from personal, professional, or educational problems such as loneliness and depression;

portray gambling as indispensable or as taking priority in life over, for example, family, friends, or professional/educational commitments;

contains endorsements by well-known personalities or celebrities that suggest gambling contributes to their success;

link gambling to seduction, sexual success, or enhanced attractiveness, or otherwise generally exceeds the limits of decency;

tarnishes the goodwill and privilege that is associated or related, in any manner, with holding a gaming licence or otherwise tarnishes the image or reputation of another licensee.

In addition to the above, the Affiliate shall not:

conduct a promotion that commits people to gamble for a minimum period of time to qualify for a player reward scheme; or

conduct a promotion that commits people to gamble a minimum amount of money to qualify for a player reward scheme

conduct a promotion which encourages people to participate in any way under undue time constraints or which may be regarded as overly pressuring, for example by using wording and/or phrases such as 'Bet Now'.

The Affiliate must ensure that any promotional material indicates or provides a link to the rules, procedures, and conditions of the particular promotion. The full conditions must not be further than 1 click away.

The Affiliate accepts and understands that the above-mentioned rules are not exhaustive, and it shall further abide with all other relevant advertising and/or marketing rules issued by the competent authority/ies of the country in which the Affiliate intends to advertise, market and promote the Company Websites, if any and those issued by the competent authorities in which the Company is licensed to operate.

In the event that any competent authority requires operators to ensure that no marketing material is sent to persons that are subscribed to a national self-exclusion register, the Affiliate undertakes to take the steps necessary to integrate or cross check its marketing distribution list against the national self-exclusion database and ensure that no person found on the national self-exclusion list ever receives any marketing material.

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