

Terms & Conditions

Version 2.0

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PLEASE READ THESE TERMS AND CONDITIONS ("AGREEMENT") CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

1.The Agreement

1. This Agreement sets out the complete terms and conditions between Rush Gaming Ltd (together "Rush Gaming Ltd", "our", "we", or "us" as applicable) and you in relation to your application to join the Rush Gaming Ltd affiliate programme (and your membership of the Rush Gaming Ltd affiliate programme if your application is deemed successful) to promote the "Rush Gaming Ltd' Sites" through the creation of internet hyperlinks and other promotional links such as banners (the "Links") from your website(s) (your "Site") or via your promotional emails (which we have pre-approved).

2. The "Rush Gaming Ltd' Sites" currently include www.fansbet.com with its subdomain in the UK market being <http://www.uk.fansbet.com/> and the subdomain in other territories being <http://www.play.fansbet.com/> , including any application version of these sites and such other sites as we may add from time to time

3. Rush Gaming Ltd shall be entitled to exercise any of its rights or fulfil any of its obligations hereunder (including without limitation its payment obligations pursuant to Clause 6) through any company within the "Rush Gaming Ltd Group". The "Rush Gaming Ltd Group" shall mean Rush Gaming Ltd' ultimate holding company and all subsidiaries of such holding company.

4. Rush Gaming Ltd reserves the right to periodically update, modify or amend this Agreement at any time. All such revisions, upon being posted on the Website shall take effect immediately. Where possible, notice of any material changes will be sent to the last email address provided by you to us in advance of such changes

becoming effective but it is ultimately your responsibility to check these terms and conditions regularly and we reserve the right to amend this Agreement at any time. Your continued participation in our affiliate programme after we have posted the changes will constitute binding acceptance of such changes. We recommend that you print out or otherwise save a copy of this Agreement. The date first written above shall reflect the date upon which this Agreement was last updated.

5. You may not apply to or participate in our affiliate programme if you are not of legal age to form a binding contract with us, or are otherwise precluded from participating in our affiliate programme under the laws of the country in which you are resident.

6. Argyll Entertainment, the licence holder for www.uk.fansbet.com is not responsible for the affiliate programme or this agreement and is only responsible for the operation of the Website within the UK. If the Website is accessed from outside of the UK, users will be directed to www.play.fansbet.com operated by Rush Gaming Ltd under the Malta Gaming Authority licence.

2. Acceptance

1. By filling in the application form and ticking the check box you are requesting membership to our affiliate programme and you are indicating that you understand and accept the terms and conditions of this Agreement. The application form will form an integral part of this Agreement.

2. We will in our sole discretion determine whether or not your application has been successful. Our decision is final and is not open to appeal. Unsuitable websites include, but are not limited to, those that:

- Infringe trademark rights of the Company, its Clients or any third parties or otherwise violates the rights of any third party;
- Contain sexually explicit materials;
- Contain hate/violent/offensive content;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;

- Promote illegal activities or otherwise violate any applicable laws, including those targeting spyware, adware or SPAM;
- Violate any Intellectual Property Rights, including, without limitation, scraping text or images from the Website; and/or
- Otherwise are considered by Rush Gaming Ltd to be offensive or inappropriate.

3. We will notify you by email if your application has been successful with instructions as to what you must do to include the Links on your Site.

3. Licence to use the Marks

1. We hereby grant to you a non-exclusive, non-transferable, revocable licence, solely during the term of this Agreement, to use such Rush Gaming Ltd intellectual property, including without limitation any logo, trade mark, trade name, design or other similar identifying material owned by or licensed to Rush Gaming Ltd or a member of its Group (the "Marks") as we make available to you via our affiliate programme solely in connection with the display of the Links on your Site or in connection with email promotions including the Marks which we approve in advance.

2. This licence cannot be sub-licensed, assigned or otherwise transferred by you without Rush Gaming Ltd' prior written consent. Your right to use the Marks is limited to and arises only out of this licence to use the Links. You undertake not to modify, adapt, translate the Marks or prepare similar works to the Marks.

3. This licence will be terminated automatically upon the termination of this Agreement for any reason.

4. You shall not assert the invalidity, unenforceability, or contest the ownership of the Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our or our licensor's rights in the Marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill (which shall vest exclusively in Rush Gaming Ltd).

5.You shall not register or attempt to register, or be complicit in any third party registering or attempting to register, any trade mark, trade name, logo, or similar identifying material that contain the Marks or are confusingly similar to or are comprised of any of the Marks or any other of our intellectual property rights.

6.You undertake not to register or attempt to register or be complicit in or cooperate with any third party registering or attempting to register, any domain name which is similar to any Rush Gaming Ltd' Sites or intellectual property rights (or intellectual property rights belonging to a member of our Group), including (for the avoidance of doubt) any misspellings, other variations of the domain names or other likenesses. Where you breach this Clause 8.6 you will immediately cease use of any such domain and transfer such domain to us or a third party elected by us.

7.You undertake to provide all reasonable cooperation with us in protecting the Marks against third party infringement or any other attack.

4. Affiliate Obligations

1.Throughout the term of this Agreement, you shall:

- use its best endeavours to actively and effectively advertise, market and promote the Rush Gaming Ltd' Sites in order to maximize the financial benefit to both Rush Gaming Ltd, the Rush Gaming Ltd' Sites and You. You shall only engage in advertising, marketing and promotional efforts which do not violate any law and which reflect positively upon the business reputation of Rush Gaming Ltd or the Rush Gaming Ltd' Sites.
- prominently incorporate and continually display the most up-to-date Links provided to you by Rush Gaming Ltd on your Site and you shall not alter the form, location or operation of the Links without Rush Gaming Ltd' prior written consent;
- provide Rush Gaming Ltd at no cost with all data and information (including for example passwords) to enable us to monitor your Site to ensure you are complying with this Agreement;
- maintain your Site in an appropriate manner and contact us if you are materially changing design or layout or adding material that you should know, acting reasonably, may influence our opinion as to whether or not you are a suitable affiliate;

- not place any Links on pages of your Site aimed at persons under the age of 18 years or otherwise target, whether directly or indirectly, such persons for gambling-related services;
- limit all online marketing activity to the following approved methods: Online Advertising including Industry Relevant Expertise, Niche Websites, Personal Websites, Comparison Websites, Video Blogs and Web blogs, PPC search campaigns, Loyalty & Reward Sites, RSS Feeds, Opt-in Email Marketing Campaigns (subject to your having the requisite consent to send such marketing communications), and Social Media marketing. You must request permission prior to implementing any method outside of the foregoing. This Agreement sets out the sole and exclusive means by which you may advertise, promote and market our Sites;
- make it clear in any communication by you to potential customers that the communication is made without the knowledge or involvement of Rush Gaming Ltd and that any complaint that the recipient may wish to make should be addressed to you and not Rush Gaming Ltd;
- upon our request, immediately remove any marketing activity promoting Rush Gaming Ltd or the Rush Gaming Ltd' Sites on your Site or on other advertising channels within your control; and
- comply with all reasonable instructions of Rush Gaming Ltd in relation to this Agreement.

2. Throughout the term of this Agreement, you shall not:

- place the Links on websites other than your Site as specified in your application form or disclosure without Rush Gaming Ltd' prior written consent;
- offer any special benefits or other incentives (including for example any payment) to any person for using the Links on your Site to access the Rush Gaming Ltd' Sites;
- read, intercept, copy, record, redirect, interpret, or otherwise interfere with, or fill in the contents of, any electronic form or other materials submitted to us by any third party;
- modify any of the Links other than in accordance with this Agreement;
- engage in transactions of any kind on the Rush Gaming Ltd' Sites on behalf of any third party;

- authorise, assist, or encourage any other person to engage in transactions of any kind on the Rush Gaming Ltd' Sites other than in accordance with this Agreement;
- take any action that could cause any third party (end users or otherwise) confusion as to our relationship with you, or as to the site on which any functions or transactions are occurring;
- other than providing the Links on your Site in accordance with this Agreement, post or serve any advertisements or promotional content promoting the Rush Gaming Ltd' Sites;
- artificially increase (or attempt to so do) monies payable to you by Rush Gaming Ltd;
- attempt to intercept, redirect or otherwise interfere with (including, without limitation, via user-installed software) traffic from or on any website that participates in our affiliate programme;
- solicit non-member affiliates (termed "sub-affiliates") to distribute offers and claim commission on such activities. You are prohibited from starting a sub-affiliate network using Rush Gaming Ltd offers and media assets without our express written consent in advance;
- purchase, bid for, register or otherwise acquire keywords, adwords, 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 Rush Gaming Ltd' (or a member of its Group's) intellectual property rights, including without limitation copyrights, trade marks (whether registered or unregistered), brand names, domain names, graphics and designs using by Rush Gaming Ltd in connection with the Rush Gaming Ltd Sites. However, this does not extend to the use of metatag keywords on your site which are identical or similar to any of Rush Gaming Ltd' trade marks or trade names including the term "Rush Gaming Ltd"; or
- directly or indirectly refer visitors from your Site or any other persons who you suspect (or ought to suspect) are likely to abuse promotions or services available on the Rush Gaming Ltd' Sites.

3.If we determine, in our sole discretion, that you have breached any of the provisions of this Clause 3, we may (without limiting any other rights or remedies available to us) withhold any monies otherwise payable to you under this Agreement and/or terminate this Agreement.

4. Neither you nor your direct relatives nor any connected party on your behalf (whether a director, contractor, partner, agent, employee or otherwise) are eligible to become a customer (as defined in Clause 5 below) of any Rush Gaming Ltd' Sites and you shall not be entitled to any share of Net Revenue or any other remuneration from Rush Gaming Ltd in relation to such persons. Direct relatives in this context shall include your spouse, partner, parent, child or sibling.

5. Only one affiliate account is permitted per affiliate. Rush Gaming Ltd reserves the right to close down any duplicate accounts and to cancel any amounts otherwise due under such accounts.

6. Rush Gaming Ltd shall have the right to examine your books, records, systems and other materials and information relating to this Agreement and the services provided hereunder for the purposes of ascertaining your compliance or otherwise with the terms hereof. For that purpose you hereby grant to Rush Gaming Ltd and its professional advisers a right of access to your premises, systems and information on the giving of reasonable notice during normal business hours. Rush Gaming Ltd and its professional advisers shall have the right to take copies of any records it reasonably requires and you shall provide all necessary cooperation free of charge.

7. You will not market or promote any Rush Gaming site within or to persons from any Restricted Territories; or be involved in any traffic coming from any Restricted Territories; or allow, assist or encourage circumvention of any restriction put in place by Rush Gaming Ltd and/or any Site in connection with Restricted Territories. We reserve the right to amend the list of Restricted Territories from time to time. If we determine, in our sole discretion, that you have breached this Clause 3.7, we may (without limiting any other rights or remedies available to us) withhold any monies otherwise payable to you under this Agreement and/or terminate this Agreement.

5. Rush Gaming Ltd' Obligations

1. Rush Gaming Ltd will provide you with the Links in various formats (e.g. flash, animated gif and text formats). At our sole discretion, the Links may include a bespoke affiliate ID which may be modified by us from time to time. An affiliate ID may be created during a particular campaign in which case a redirect will be put into place via the Link.

2. Subject to your complying with all of the terms of this Agreement, Rush Gaming Ltd shall use all reasonable endeavours to ensure that whenever a Customer links to a Rush Gaming Ltd' Site through the Links and subsequently places a bet with a Rush Gaming Ltd' Site, the relevant customer is identified as originating from your Site. However, Rush Gaming Ltd shall not be liable to you in any way if Rush Gaming Ltd is unable to identify a Customer as originating from your Site. You should note in particular that if you do not comply with the requirement to obtain consent to tracking, or where an end user refuses to grant such consent, or where you fail to comply with any other applicable laws including in relation to data privacy and security, we shall not be liable to you in any way in respect of the actions of that end user or Customer.

3. Where you provide Rush Gaming Ltd with personal data, Rush Gaming Ltd will comply with its obligations under the Data Protection Act 1998 and any other data protection regulations.

6. Commission Structures, Money Laundering and Identity Verification

1. In this Clause 6 the following words shall have the following meanings:

"Customers" shall mean visitors from your Site who enter an Rush Gaming Ltd Site via the Links and who validly register (to include the provision of a valid email address and such other information as Rush Gaming Ltd' Sites may require) and open an account with an Rush Gaming Ltd' Site and where such visitor complies with the terms and conditions of the Rush Gaming Ltd Site, deposits funds into their account within 3 months of registering their account and places a bet with an Rush Gaming Ltd' Site or any of its partners on the particular product or service the subject of our agreement with you (for example, if our agreement with you relates to sports betting, only bets placed on sports betting will be counted, and not

stakes wagered on games etc.). For the avoidance of doubt, the definition of "Customer" shall exclude:

- (i) any end user that is at that time an existing or previous customer of any Rush Gaming Ltd' Site or any other company within the Rush Gaming Ltd Group; and
- (ii) any end user, that either fails to deposit funds into their account within 3 months of registration or having become a Customer, fails to place a bet or wager in any 180-day period, has their account suspended or closed by us or initiates a self-exclusion period.

Any affiliate tags that may have been allocated to any end user in either (i) or (ii) as referenced above shall be removed and the relevant Argyll Partner Site(s) shall no longer have any liability or obligation to you in respect of such end user.

"Gross Revenues" shall mean all gross monies staked by Customers on Rush Gaming Ltd' Sites during the term of the Agreement less monies paid out to Customers as winnings.

"Net Revenues" shall mean all Gross Revenues less all of the following:

- void or returned stakes
- monies paid in the form of tax;
- the cost of bonuses, 'free bets' or 'free chips' provided to Customers as a promotional or marketing activity;
- any Third Party Royalty or jackpot contributions which Rush Gaming Ltd' Sites must pay in respect of any Customers or any of our suppliers
- charges levied by electronic payment or credit card organisations, bad debts; monies attributable to fraud and chargebacks, up to a maximum of 5% of Gross Revenues;

"Third Party Royalty" shall mean any royalty or revenue share which Rush Gaming Ltd' Sites must pay to a third party in order to lawfully exploit any technology or other product used from time to time on the Rush Gaming Ltd' Sites; and

2. Rush Gaming Ltd shall pay you (in accordance with the provisions of Clause 6.6) the currently published percentage (as detailed on the commission page of your Rush Gaming Ltd Affiliate account) of Net Revenues received during the term of the Agreement in connection with any applicable Rush Gaming Ltd' Site. For the avoidance of doubt, you shall not be entitled to any revenue share in respect of revenues generated by Customers following the termination of this Agreement.

3. Other target-based payments may be introduced by Rush Gaming Ltd from time to time in relation to some or all of the Rush Gaming Ltd' Sites either in addition to or in place of the above Net Revenue based payment. Any such payments will be detailed on the commission page of your Rush Gaming Ltd Affiliate account. Rush Gaming Ltd reserves the right to make changes to your commission page, including to the levels of commission due to you, and any such changes shall take effect immediately on their being changed in your commission page.

4. Rush Gaming Ltd has the right to reduce the revenue share of affiliates, or to terminate this Agreement and remove such affiliates, who do not deliver at least one new Customer in a given calendar month. We will notify you by email where such a reduction or termination will occur. Accounts that are inactive for a longer period (e.g. where you have failed to deliver at least one new Customer in the last six months) may also incur an administrative fee but no such administrative fee will be deducted from your account prior to our having made reasonable efforts to contact you via the contact details last provided by you to Rush Gaming Ltd. The administrative fee will be applied against the payments (including future payments) that would otherwise be payable to you. If you have any queries regarding inactive accounts, please contact us for further information.

5. Rush Gaming Ltd shall provide you with statements accessible via your affiliate account detailing the number of Customers and the revenues generated from those Customers, if any, which have accrued to you over the course of the previous calendar month. At the end of a calendar month, Rush Gaming Ltd shall record your total share of Net Revenues, if any, during the previous calendar month. For the avoidance of doubt, you will only receive a payout when there is a positive balance and it is greater than GBP£/ €100.00 in any given month.

6. You agree that Rush Gaming Ltd will raise sales invoices for the transactions covered by this Agreement on your behalf until this Agreement terminates in accordance with Clause 12. You will not raise sales invoices in respect of the transactions covered by this Agreement.

7. You will notify Rush Gaming Ltd immediately if you:

- change your VAT status including if you become VAT registered or if your VAT registration number changes;
- cease to be VAT registered; or
- sell your business, or part of your business.

8. You agree to notify Rush Gaming Ltd within 14 days of issue of the invoice if there are any errors on the invoice. If no such issue is raised within such timeframe, any such invoice shall be deemed to have been accepted by you.

9. You agree that the VAT (if applicable) shown on the invoice for the transactions covered by this Agreement which we raise on your behalf is your output tax due to the relevant tax authority.

10. Unless otherwise agreed in writing, at the end of a calendar month, the relevant revenue share payable by Rush Gaming Ltd to you shall be automatically raised and paid out (in accordance with Clause 6.5) within 60 days of the end of the relevant calendar month. Such revenue share shall be paid in pounds sterling or euros, inclusive of VAT if applicable, or in such other currency that Rush Gaming Ltd may determine from time to time in its sole discretion.

11. You shall indemnify on demand and hold harmless us from and against any and all losses, demands, claims, damages, costs, expenses (including, but not limited to, consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by Rush Gaming Ltd in consequence of any breach by you of this Clause 6.11 or as a result of your VAT status being different from that notified to us.

12. Rush Gaming Ltd may engage the services of a third party (currently "NetRefer and Cellxpert") to provide both the affiliate platform and system maintenance. We have service levels in place and expect these to be upheld but ultimately we do not have total control over these services and therefore cannot be held responsible for any failures arising from such third party services. You shall cooperate with us, and to the extent necessary our third party service providers, to give effect to the terms and spirit of this Agreement.

13. We shall make reasonable efforts to make any payments due to you in a timely fashion. However, we shall not be liable for occasional delays or delays outside of our control. Where you become aware of any overdue payments due to you, please contact us immediately and we will seek to resolve the matter as soon as possible.

14. We shall use reasonable endeavours to make payments due to you using the payment details provided to us. However, in certain circumstances we may be unable to make payments to you for reasons outside of our control (for example where the bank account details provided are inaccurate or incomplete). Where this occurs, we shall make reasonable efforts for a period of up to six (6) months to contact you via the contact details last provided by you to Rush Gaming Ltd to obtain alternative payment details. If we are still not in a position to make the payments after this period, we may close or suspend your account without further notice and you shall be deemed to have forfeited any entitlement to payment.

15. If an error is made in the calculation of your share of the revenue share, Rush Gaming Ltd reserves the right to correct such calculation at any time and to reclaim from you any overpayment made by Rush Gaming Ltd to you (including, without limitation, by way of reducing future payments which might otherwise be due to you from us from time to time).

16. It is the policy of Rush Gaming Ltd to actively prevent, to the extent within its control, money-laundering and any activities that facilitate money-laundering or funding of terrorist or criminal activities. We reserve the right to use third party verification services to authenticate your account information and identity, and to conduct any necessary checks relating to potential fraud or to ensure compliance with our anti-money laundering protocols and obligations, and you expressly acknowledge and agree that we may confirm the accuracy of any information you submit against government-issued ID.

17. Rush Gaming Ltd reserves the right to request satisfactory identification documents from you for verification purposes. You shall provide us with any supporting documents (e.g. any or all of the following for individuals: valid passport copy; valid driving licence copy; a copy of a utility bill; a bank statement, or in the case of a corporation: a copy of the company's certificate of incorporation;

constitutional documentation; information regarding the identity of the beneficial owner of the company and the identity of the directors of the company) requested by us and you understand that payments may be delayed if supporting documents are not provided.

18. You warrant and represent that you shall at all times:

- comply with all laws, rules and regulations which are applicable to your compliance with our obligations in this Agreement;
- comply with the Data Protection Act 1998 and all other applicable data privacy rules, laws and regulations anywhere in the world. Under the ePrivacy Directives, information (not just personal data) may not be stored on or retrieved from a person's terminal equipment unless the individual: (i) has been given clear and comprehensive information about why this is being done; and (ii) has given her/his consent. You shall inform users of your Site that tracking technology will be installed on their hard drive if he/she clicks on the Links and shall obtain their consent to such tracking prior to storing or retrieving information from a person's computer, smartphone, mobile phone, tablet or other applicable device. You hereby acknowledge that all data relating to Customers shall be and remain the exclusive property of Rush Gaming Ltd. It is not anticipated that you will gain access to personal data relating to Customers. However, in the event you do gain access to personal data relating to Customers, such access will be in your capacity as a data processor only and you will be required to enter into a separate data processing agreement with us.
- comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010, to the extent applicable (" Relevant Requirements");
- not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- comply with any related policies or guidelines as directed by Rush Gaming Ltd from time to time (" Relevant Policies");
- have and shall maintain in place throughout the term of this Agreement policies and procedures, including but not limited to adequate procedures under the

Bribery Act 2010, to ensure compliance with the Relevant Requirements and Relevant Policies, and will enforce them where appropriate;

- promptly report to the Rush Gaming Ltd any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Agreement; and
- upon request and within a reasonable period, you shall certify to Rush Gaming Ltd in writing compliance with this Clause 6.18. You shall provide such supporting evidence of compliance as Rush Gaming Ltd may reasonably request.

19. Any breach of Clause 6.18 shall be deemed a material breach of this Agreement.

20. In accordance with the terms of the licence conditions of the UK Gambling Commission (the "Commission") and the Malta Gaming Authority ("MGA"), Rush Gaming Ltd is required to ensure that third parties shall, and therefore you undertake: (a) to conduct yourself in so far as you carry out any activities on behalf of Rush Gaming Ltd or any Rush Gaming Ltd' Site as if you were bound by the same licence conditions and subject to the same codes of practice as Rush Gaming Ltd and each Rush Gaming Ltd' Site, including but not limited to assisting Rush Gaming Ltd in the display of such information and the provision of such links (for example a link to the Commissions or MGA's website) as may be required by the Commission or MGA; (b) to comply with any technical standards for remote gambling systems as may be set by the Commission or MGA; (c) to provide such information to Rush Gaming Ltd as it may reasonably require in order to enable Rush Gaming Ltd to comply with its information reporting and other obligations to the Commission and MGA; and (d) not to encourage players to play longer or wager more than the player might otherwise do. Rush Gaming Ltd may immediately terminate this Agreement if, in Rush Gaming Ltd' sole reasonable opinion, you are in breach of this Clause 6.20 or have otherwise acted in a manner which is inconsistent with the Commission's and MGA's licensing objectives.

21. You are solely responsible for your own marketing and promotional activities and you shall carry out such activities in a responsible manner, complying with all applicable laws, regulations and advertising codes. In particular you: (a) shall have appropriate privacy and security safeguards in place; and (b) shall comply with your

obligations in Clause 6.18 and Clause 4.7. You shall immediately comply with Rush Gaming Ltd' requests in relation to this Clause 6.21. Where you fail to do so, Rush Gaming Ltd reserves the right to immediately terminate this Agreement.

22. For all amounts payable by Rush Gaming Ltd under or in connection with this Agreement, we may at our discretion determine which entity/entities within the Group shall make payments and in what proportion.

23. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties. You shall be accountable to all such relevant authorities for all taxation payable on or in respect of payments we make to you and shall indemnify Rush Gaming Ltd from and against any liability that may be imposed on us in relation to same.

High Roller Policy

1. This is only relevant to Affiliates with an agreed commission structure with no negative carryover.

2. If in any given month a Customer generates a negative Net Revenue of at least £5,000 he/she will be deemed to be, for the purposes of this section, a 'High-Roller'.

3. The Affiliate's monthly payable balance of Commission is automatically reset to £0.00 at the beginning of each calendar month, to ensure that no negative balances are carried forward.

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

5. The negative balance carried forward cannot be set-off against other Customer's Net Revenue;

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

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

8.The affiliate will be able to view all adjustments in order to track the High-Roller Player's net breakeven point. Adjustments will be made at the end of each calendar month based on the cumulative revenue for the month running to protect the Affiliate's income from revenue generated from other Players in the same month.

7. Errors

1.Rush Gaming Ltd makes every effort to ensure that no errors are made in the calculation of amounts due to affiliates. However, human, systems' and/or third party error may occasionally result in errors. Rush Gaming Ltd reserves the right to correct any obvious errors and to void any payments (to include the right to be reimbursed where payments have been made in error) where such have occurred.

2.In the case of any blatant errors in payments made (including for example where the payment made is materially different to previous or comparable payments/periods and/or the payment is clearly incorrect, depending on all of the circumstances), the amount paid will be rebalanced at the appropriate rate. Should you be credited in error, it is your responsibility, and you undertake, to notify Rush Gaming Ltd of the error without delay. You hereby undertake to provide your full cooperation to Rush Gaming Ltd to correct any such errors, including by way of the return of any over-payments. Rush Gaming Ltd may set off any payment obligation due to us from you against any future payment obligation owed by us to you under this Agreement.

8.Fraud, Responsible Gambling, Protection of Minors and the Prevention of Crime

1.Rush Gaming Ltd reserves the right to seek criminal or other sanctions against you if we suspect you have engaged in fraudulent, dishonest or criminal acts and

we will disclose such information to the relevant authorities or other relevant third parties as may be necessary in this regard. Fraudulent acts include acts by you which are made in bad faith and/or acts which are intended to defraud Rush Gaming Ltd or a member of its Group.

2. Rush Gaming Ltd aims to ensure that betting is a fun and entertaining experience, whilst at the same time taking our responsibilities very seriously. To this end, we strive to:

- ensure that gambling is conducted in a verifiably fair and open fashion in order to protect customers;
- ensure that, to the greatest extent possible, children and other vulnerable persons are protected;
- prevent gambling being or becoming a source of crime or disorder.

3. You undertake not to knowingly or negligently, through any act or omission, conflict in any way, or cause Rush Gaming Ltd or any Rush Gaming Ltd' Site to be in conflict in any way, with any of the objectives set out in Clause 8.2.

4. Rush Gaming Ltd reserves the right to immediately suspend or terminate any account it believes such account to be involved in fraud, money-laundering and/or any other form of illegal or suspicious activities, to withhold any amounts due on the account, and to report such details as it reasonably considers are necessary to relevant authorities.

9. Warranties

1. Each party to this Agreement represents and warrants to the other that it has, and will retain throughout the Term all right, title and authority to enter into this Agreement, to grant to the other party the rights and licences granted in this Agreement and to perform all of its obligations under this Agreement.

2. You are solely responsible for the operation and content of your Site and you represent, warrant and undertake that your Site shall contain no material which is defamatory, sexually explicit, unlawful, harmful, threatening, obscene, harassing,

or racially, ethnically, or otherwise objectionable or discriminatory, violent, politically sensitive or otherwise controversial or in breach of our rights or any third party rights and shall not link to any such material. We shall not be liable for any claims by third parties relating to your Site or any of the products or services associated therewith and you will fully indemnify us in respect of any losses we or any member of our Group suffers (directly or indirectly) in connection with any such claims.

3. You warrant and represent that you are of legal age for gambling as determined by relevant legislation in your jurisdiction. Affiliates who are under 18 years of age are not permitted to participate in the affiliate programme.

4. You warrant and represent that you will not, directly or indirectly: (a) do any act or omission that disparages Rush Gaming Ltd, a member of its Group of any Rush Gaming Ltd' Site, or is damaging to the interests, reputation or goodwill of the aforementioned parties and sites; or (b) do any activity that in our reasonable opinion would be deemed unsuitable, inappropriate or fraudulent

10. Disclaimer

1. The Rush Gaming Ltd Sites and the Links are provided "as is" without any express or implied warranty of any kind. and all warranties including warranties of merchantability, non-infringement of intellectual property rights, fitness for any particular purpose, and of completeness or accuracy of content are hereby excluded to the fullest extent permitted by law. Neither Rush Gaming Ltd nor any of its licensors gives any warranty that the supply of material and content on, or links to or from, the Rush Gaming Ltd' Sites and/or the Links will be uninterrupted, timely, secure or error free or that they are free of viruses or bugs.

11. Indemnity and Liability

1. You shall indemnify Rush Gaming Ltd on demand and hold us harmless from and against any and all losses, demands, claims, damages, costs, expenses (including, but not limited to, consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred,

directly or indirectly, by Rush Gaming Ltd, and Rush Gaming Ltd' Site or any member of our Group in consequence of any breach, non-performance or non-observance by you of any of your obligations or warranties under this Agreement.

2.Nothing in this Agreement limits or excludes either party's liability for death or personal injury or for breach of any of the indemnities under this Agreement, for which liability shall not be limited.

3.We shall not be liable to you in contract, tort, or otherwise (including liability for negligence) for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatever.

4.We shall not be liable for any loss or damage that you may suffer because of any act of God; power failure; trade or labour dispute; act, failure or omission of any government or authority; obstruction or failure of telecommunication services or networks; or any other act, omission, delay or failure caused by a third party or otherwise outside of our control.

5.The liability of Rush Gaming Ltd shall not, in any event, exceed the sum of the total monies paid by Rush Gaming Ltd to you over the 12 month period preceding the date on which any liability accrued.

6. In no event shall we be responsible for any claim or dispute between you and any user of your Site.

12. Termination

1. This Agreement shall commence on the date that Rush Gaming Ltd notifies you that your application to join the Rush Gaming Ltd affiliates programme has been successful and shall continue until terminated in accordance with this Clause 12.

2. Either party may terminate this Agreement forthwith on written notice if a receiver, examiner or administrator is appointed of the whole or any part of the other party's assets or the other party is struck off the Register of Companies in

the jurisdiction where it was incorporated or an order is made or a resolution passed for winding up of the other party (unless such order or resolution is part of a voluntary scheme for the reconstruction or amalgamation of that party as a solvent corporation and the resulting corporation, if a different legal person, undertakes to be bound by this Agreement), if you are subject to bankruptcy proceedings, or if you are subject to any similar process or procedure to those described in this Clause 12.2 in any part of the world.

3. Rush Gaming Ltd may immediately suspend or terminate this Agreement upon notice to you: (a) where you materially breach any term of this Agreement and fail to remedy the breach (if remediable) within the time period specified by Rush Gaming Ltd to remedy same; (b) in accordance with its rights set out in Clause 4.3, Clause 4.7, Clause 6.20, Clause 6.21 or Clause 8.4; or (c) where you are in breach of any warranty within this Agreement. Rush Gaming Ltd reserves the right to withhold any amounts due to you in such circumstances (whether or not such amounts are generated by the breach).

4. Rush Gaming Ltd may suspend or terminate this Agreement at its discretion immediately upon notice if it considers that you are for any reason unsuitable to be an affiliate. Rush Gaming Ltd shall not be required to disclose its reasoning in connection with any such suspension or termination. Where Rush Gaming Ltd discloses its reasons for such suspension or termination, it may withhold and/or terminate any payments that otherwise may have been due to you.

5. Either party may terminate this Agreement on delivery of seven (7) days' prior written notice to the other party.

6. Termination of this Agreement shall not prejudice any rights of any party which may have arisen on or before the date of termination.

7. Upon termination of this Agreement for any reason, you shall remove all of the Links and any other Marks or content owned, developed, licensed or created by Rush Gaming Ltd and/or provided to you by Rush Gaming Ltd in connection with this Agreement from your Site and all rights and licences granted to you in this Agreement shall immediately terminate.

8. We shall be entitled to deduct from any payments due and payable to you, any such debts and liabilities due to Rush Gaming Ltd, if any.

9. For the avoidance of doubt, you shall not be entitled to any revenue share in respect of revenues generated by Customers following the termination of this Agreement.

13. Miscellaneous

1. This Agreement (including your application form) contains the entire agreement between the parties with respect to its subject matter.

2. You shall not assign or sub-contract any of your rights and/or obligations under this Agreement without Rush Gaming Ltd' prior written consent.

3. No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.

4. If any provision of this Agreement is held to be void or unenforceable in whole or part, the impugned provision (or part thereof) shall be deemed to be deleted from this Agreement and the remaining provisions (including the remainder of the affected provision) shall continue to be valid and applicable.

5. Any notice given or made under this Agreement to Rush Gaming Ltd shall be by email to contact@fansbetaffiliates.com. Rush Gaming Ltd shall send you any notices given or made under this Agreement to the email address supplied on your application form or such other email address as notified by you to Rush Gaming Ltd.

6. During the term of this Agreement, you may be entrusted with confidential information relating to the business, operations, or underlying technology of Rush Gaming Ltd and/or the Rush Gaming Ltd affiliate programme. You agree to avoid

disclosure or unauthorised use of the confidential information to third persons or outside parties unless you have Rush Gaming Ltd' prior written consent. You shall use such confidential information only for purposes necessary to further the purposes of this Agreement. Your obligations with regard to confidential information shall survive termination of this Agreement and you shall fully indemnify us for any losses we or any member of our Group suffers (directly or indirectly) in connection with your breach of this Clause 13.6.

7. The validity of this Agreement, its construction, interpretation, and enforcement, and the rights of the Parties here to will be determined in accordance with the laws of Malta. The products and services offered on Fansbet.com are licensed under the gaming licenses of Argyll Entertainment AG and Rush Gaming Ltd which Operate under the United Kingdom Gambling Commission and Malta Gaming Authority respectively.

If you have any questions, contact contact@fansbetaffiliates.com