

1. Who we are

LuckyLuke Affiliates is the affiliate program offered by the website www.luckyluke.com for advertising purposes.

2. Definitions

A. General

"Advertising Material" refers to any communication sent or made available to the affiliates to promote www.luckyluke.com and create links from the Affiliate Website(s).

"Advertising Revenue" is a percentage of Casino Net Revenue from which will be deducted:

- converted complementary points
- fraudulent transactions

The Advertising Revenue will be paid out to you based solely on our system's data.

Before sending any players, the Advertising Revenue will be negotiated with the Affiliate based on the Net Revenue to be generated with the new players; but also, the positions of the banners and/or text links on the Affiliate Website (as well as any possible factors affecting the Casino Net Revenue).

"Affiliate" means the person or entity, who participate in the Affiliate Program

"Affiliate Program" refers to the collaboration between the Company and the Affiliate whereby the Affiliate will be promoting the LuckyLuke Website & create Links from the Affiliate Website(s) to the LuckyLuke website. The Affiliate will be paid a commission as defined on this Agreement depending on the traffic generated to the LuckyLuke website based on the terms and conditions defined in this Agreement.

"Agreement" refers to all the Terms & Conditions defined in this document, the Terms & Conditions of the Commission Structures applicable, the Privacy Policy, and any other rules or guidelines provided to the Affiliate.

"Casino Net Revenue" = Gross Gaming Revenue – (Admin Fee + all bonuses costs + Chargebacks) generated on your Tracker(s)
(Admin fee= 0,25 X (bets-wins))

"Commission" refers to the income that the Affiliate will earn based on the promotion of the LuckyLuke website and by players referred by the Affiliate.

"CPA Payment" refers to a one-time payment for every Player that deposits over a predefined amount. CPA Payment will be negotiated with the Affiliate before sending any Player based of the monthly number of new Players, the position of Medias & Links on the Affiliate website or any possible other factors which can affect the Casino Net Revenue

"Fraudulent transaction" refers to real money transaction which cannot be collected as a result of player non-payment or fraudulent use, including but not limited to charge-backs and returns.

"Fraudulent Traffic" includes real money deposits and/or traffic generated through illegal means or in bad faith to abuse the system, regardless of it actually causing us harm. Fraudulent Traffic includes but is not limited to

spamming, false advertising and unauthorized use of any third-party copyrights and/or trademarks.

"Links" refers to the internet hyperlinks generated from the Affiliate Website(s) to the LuckyLuke Website.

"Medias and Text Links" refers to the artwork or content that will be directed to our website www.luckyluke.com, using your Tracker, to permit a Player to hyperlink from your website to our LuckyLuke.

"Player(s)" means a person who enters the site using the tracking link and make a real money deposit.

"Privacy Policy" refers to the privacy policy which can be found at the bottom of the LuckyLuke website

"Site" means the website located at www.luckyluke.com and any page related.

"Tracker(s)" refers to the unique tracking URL provided exclusively to you, during the term of this Agreement, through which your Advertising Revenue is being calculated.

"Sub-Affiliates" refers to the traffic generated via the Affiliate's unique links and generated by a third party linked to the website.

"We", "Casino", "Us" refers to LuckyLuke website

B. Conclusion

This agreement is for commercial use only. This Agreement defines the general Terms & Conditions of the LuckyLuke Affiliate Program and is entered into by the Website and the Affiliate.

The Affiliate himself, his family members, friends and/or possible associates are not allowed to make deposits (directly or indirectly) using his Tracker to increase fraudulently his incomes.

Any action that the Affiliate may offer to the player to deposit only the minimum to increase the affiliate incomes will be considered as fraudulent and disloyal practices.

LuckyLuke Affiliates reserves the right not to issue the CPA payment in cases where we consider that the deal has been abused, and/or where Affiliates are offering to the players a part of the CPA amount in order to get them to sign up. After being notified, if the Affiliate or player(s) keeps on practicing them, LuckyLuke Affiliates will freeze the affiliate account and might also inform others about the fraudulent practices of the affiliate.

3. As an Affiliate

A. Acceptance of affiliation

Once the account has been approved, the Affiliate is given the non-exclusive right to direct New Players to the website in accordance to the conditions defined in this Agreement. This right is non-assignable and the Affiliate understands that we have the right to procure Affiliate services from others performing services of the same or similar nature to those provided by the

Affiliate. Unless the Casino has granted a Sub-Affiliate deal to the Affiliate, you can have no claim to Commissions or other compensation based on the business generated by or through persons or entities other than the Affiliate (you).

B. Condition of qualification

The Affiliate hereby accepts and agreed that:

- he has to grant the rights and perform all its obligations as defined in this Agreement;
- he has provided the Company with complete, valid and truthful information;
- he has obtained authorizations, consents and licenses necessary to fulfil his obligations as defined under this Agreement;
- he will comply with all applicable laws and regulations in the performance of their obligations; and
- he understands and accepts the contents of this Agreement

C. Responsibilities & Obligations of the Affiliate

The Affiliate hereby accepts and agrees:

- to do his best to actively and effectively advertise, market and promote the LuckyLuke website as widely as possible respecting the rules defined in the Agreement;
- to market and refer potential players to www.luckyluke.com at its own risk, cost and expense. The Affiliate will be held responsible for the distribution, content and manners of its marketing activities. All of the Affiliate's marketing activities must be professional and lawful under applicable laws and regulations and in accordance with this Agreement;
- to ensure that all news, offers and promotions in relation to LuckyLuke website are correct and up to date;
- not to alter any Media provided by us unless otherwise consented by the Casino itself. The appearance and syntax of the hypertext transfer link are designed and designated by us and constitute the only authorized and permitted representation of our site.
- to use solely the links provided within this Agreement and to be responsible for the development, the operation, and the maintenance of the Affiliate Website(s) as well as for any material appearing on the Affiliate Website(s).
- to create a unique link from the Affiliate website to LuckyLuke. The Affiliate may link it to us with one of our banners or with a text link.
- With our written permission, the Affiliate may link directly to our downloadable .exe file. These are the only methods by which you may advertise on our behalf.

The Affiliate hereby accepts and agreed that:

- he will not perform any act and that the Affiliate Website(s) will not contain any material which is considered as discriminatory, obscene,

- threatening, unlawful, unsuitable or which contains sexually explicit, pornographic, obscene and/or graphically violent materials
- he will not target any person who is under the legal age for gambling, and will not provide facilities for gambling which are meant to be seen by children or young people
 - he acknowledges LuckyLuke ongoing commitment for the prevention of gambling addiction and that the Affiliate will co-operate with the website to actively reduce gambling addictions
 - he shall not make any claims, representations, or warranties in connection with us and he shall have no authority to, and shall not, bind us to any obligations.
 - He will not benefit from known or suspected traffic not generated in good faith whether or not it actually causes us damage. We reserve the right to retain all amounts due to you under this Agreement if we have reasonable cause to believe that such traffic has been caused with your knowledge. Even if you have not knowingly generated such traffic, we reserve the right to withhold Advertising Revenue with respect to such traffic.

The Affiliate is aware that any operation from its end which goes against this Agreement may result in serious consequences for the Affiliate itself, for LuckyLuke, or for both Parties, including without limitation to:

- fines & penalties
- breaches of license conditions
- potential civil and criminal action against the Affiliate

Without prejudice to any of LuckyLuke rights, we may terminate this Agreement, in part or in its entirety, or any of your accounts should you act in breach of the Agreement and you shall be held fully responsible and liable for any such resulting fine, penalty, claim, action, or loss which is caused to us as a result of your action or default as the case may be.

D. Licence to use Marks

We hereby grant to you a non-exclusive, non-transferable license, during the term of this Agreement, to use Our intellectual-property marks (licensed, in turn by us, from their owner) solely in connection with the display of the banners on your site. This license cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the marks is limited to and arises only out of this license to use the banners.

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.

E. Affiliate website & links

The Affiliate acknowledges and agrees that the use of Internet and compliance with the terms of this Agreement are at the Affiliate's own risk. LuckyLuke makes no guarantee in relation to the accessibility of the website at any particular time or any particular location. We shall in no event be liable to the Affiliate or anyone else for any inaccuracy, error or loss, injury or damage caused by failures, delays or interruptions of, the LuckyLuke Website.

During the term of this Agreement, the Links shall be displayed on the Affiliate Website(s) in accordance with what is agreed between LuckyLuke and the Affiliate.

We have the right to monitor the Affiliate Website(s) in order to ensure the Affiliate's compliance with our Terms & Conditions and the Affiliate shall provide the LuckyLuke team with all data reasonably requested in order to perform such monitoring.

The Affiliate shall not register or purchase domain names, keywords, search terms or other identifiers for use in advertising which are similar or identical with the Intellectual Property Rights of the website or which include the word "LuckyLuke" or any variation.

The Affiliate shall at all times comply with data protection and privacy regulations, and legislation. As an example, the Affiliate must always inform the users about the tracking technology that might be installed on the player' hard drive when he clicks on the provided Links and provide the player with an option to deny potential installation.

The Affiliate Website shall have at least an opt-in facility for the Customers to subscribe to the receipt of Advertising Material from the Affiliate. In the event that LuckyLuke receives complaints from players about spamming, the Affiliate may be required to provide proof that the opt-in function has been provided to the player.

Advertising Material sent to players by the Affiliate must contain an unsubscribe option whereby the players can choose to stop receiving Advertising Material from the Affiliate.

The Affiliate shall ensure that any communication sent to the players, are only be received by individuals who are of legal age in the jurisdiction where they reside.

4. As LuckyLuke Affiliates

A. Responsibilities & Obligations

Upon acceptance of the Agreement by the Affiliate, a unique player tracking code is assigned to the Affiliate.

We will track players play and will provide you with remote online access to reports of customer activity and the Advertising Revenue generated.

LuckyLuke must provide the Affiliate with all information and Approved Marketing Material necessary for the implementation of the links and marketing materials on his website.

However, we will not be held responsible for the actual implementation of the links and marketing materials.

In the event that the Affiliate creates its own marketing material, the mentioned marketing material must be compliant with this Agreement and LuckyLuke will

not be held liable for any fines and/or sanctions received by the Affiliate for the non-adherence with applicable regulations and/or rules.

LuckyLuke will supervise the turnover generated via the Links, record the net revenues and the total amount of commission earned. We will also provide the Affiliate with commission statistics. We will pay you Advertising Revenue we earn from players directed from the Affiliate website after they open an account with us and based on Deposits they make for real money.

LuckyLuke shall pay the Affiliate the Commission depending on the traffic generated subject to the Terms & Conditions of this Agreement.

LuckyLuke shall make its best efforts to ensure that whenever a New Customer is directed to the website and registers a new account, the relevant New Customer is identified as originating from the Affiliate's Site. However, we will not be held liable if it is unable to identify a New Customer as originating from such website. LuckyLuke reserves the right to request any information from the Affiliate for due diligence purposes in line with its obligations under applicable law as it may from time to time deem fit.

We reserve the right to not pay the CPA payment in cases where we notice that the method is being abused, or where affiliates reward players a part of the CPA amount in order to get them to sign up with one of our clients.

Due to commercial and legal reasons we do not accept any players with physical addresses in the United States of America and its territories. Likewise, we do not send any monthly payments or transfer funds to banks located in the United States of America and its territories.

B. Modifications of the Terms & Conditions

We may modify any of the terms and conditions contained in this Agreement, at any time, with or without giving any prior notice to the Affiliate, and in our sole discretion, by posting a change notice or a new agreement on our site.

Modifications may include, for example, changes in the scope of available Advertising Revenue, fee schedules, and affiliation Program rules.

If a modification is unacceptable to you, your only recourse would be to terminate this agreement. Your continued participation in the program following our postings of a change notice or new agreement on our website will be considered as acceptance of the change.

It shall be the sole responsibility of the Affiliate to keep updated with the latest version of this Agreement.

C. Rejection or closure of Affiliate/New Customer's accounts

LuckyLuke may refuse any applicant's New Customer or close a New Customer's account if in our sole opinion, such action is deemed to be necessary to protect the interest of LuckyLuke.

We may refuse any applicant Affiliate and/or may close any Affiliate's account if in our sole opinion, it is necessary to protect the interest of LuckyLuke. If the Affiliate is in breach of this Agreement, we may, besides closing the Affiliate's account take any other steps at law to protect its interests.

5. Payment

A. What is it?

LuckyLuke will pay the Affiliate a commission based on the traffic generated using the unique tracking Links provided; and the activity of the registered players (real money deposits and bets made during such sessions).

B. When is it happening?

LuckyLuke will pay your Advertising Revenue on a monthly basis, by the 15th of the next calendar month.

If you fail to achieve the minimum amount of €100 Advertising Revenue on a certain month, the earned amount will be forwarded to the next calendar month.

All payments will be due and paid in Euro (EUR) currency.

In case of a negative balance, negative carry over will not be performed.

Advertising Revenue will be based upon our good faith calculation based on our statistics.

C. Payment Methods

The exact payment method is chosen by the Affiliate through a prior agreement with LuckyLuke.

In case of overpayment, we reserve, without prejudice to any other rights, the right to request that the Affiliate refunds the difference, or deduct the corresponding amount of overpayment to the Affiliate from the following month's Commission, and each month thereafter, until the debt is repaid in full.

In case of underpayment, we also reserve, without prejudice to any other rights, the right to add the corresponding amount of underpayment to the Affiliate's Commission in the following calendar month.

All charged back amounts will be deducted from your payment or the reserved funds. Charge back fees will be paid to credit cards companies and will be administered by us.

D. Fees & Taxes

LuckyLuke shall be deemed to be exclusive of value added tax or any other applicable tax. The Affiliate shall be entitled to receive the Commission generated by the promotion of the LuckyLuke website and by New Customers referred by the Affiliate.

In the event where Net Revenue is negative due to Customer winnings and/or administration fees the said balance will be set to zero.

A negative balance due to fraud costs will however be carried over where applicable, especially in cases such as Fraud costs and/or from financial.

The Affiliate shall have the sole responsibility to pay any tax, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority, department or other competent entity as a result of the compensation generated under this Agreement.

LuckyLuke shall under no circumstances whatsoever be held liable for any such amounts unpaid but found to be due by the Affiliate and the Affiliate shall indemnify us in that regard in the event that we had to disburse such amount.

E. Payment of the commission

The Affiliate's acceptance of the payment of the Commission shall be deemed to constitute the full and final settlement of the balance due for the relevant period. If the Affiliate disagrees with the balance due as reported, it shall notify LuckyLuke within thirty (30) days from the date of payment and explain the reasons of the disagreement.

Failure to notify LuckyLuke within the defined time limit will be considered as an irrevocable acknowledgment of the balance due for the period indicated.

We may in our sole discretion withhold the payment of any balance to the Affiliate for up to one hundred-and-eighty (180) days if the Company needs to investigate and verify that the relevant transactions comply with the provisions of the Agreement.

No payment shall be due if we have reasons to believe that the traffic generated by the Affiliate is illegal or is in breach of any of the provisions of the Agreement. The Affiliate agrees to return all Commissions received based on fraudulent or falsified transactions and indemnify LuckyLuke for all costs and losses incurred in relation to such transactions (including, but without limitation, legal fees and costs).

6. Governing Law & Jurisdictions

The laws of Curacao, without reference to rules governing choice of law, will govern This Agreement. Any action relating to this Agreement must be brought in Curacao and you irrevocably consent to the jurisdiction of its courts.

7. Liabilities & Indemnities

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Affiliation Program, even if we have been advised of the possibility of such damages.

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.

Any liability arising under this Agreement will be satisfied solely from the marketing fee generated and is limited to direct damages.

Furthermore, LuckyLuke will not be liable for:

- any economic losses, including but without limitation, loss of profits, revenues, business, contracts or anticipated savings
- any indirect or consequential losses
- any loss of goodwill or reputation

The Affiliate agrees to defend and indemnify LuckyLuke and its affiliates, successors, officers, employees, directors, shareholders and attorneys, free and harmless from and against any claim and liabilities related to or arising from:

- any breach of Affiliate's representations, warranties or obligations under this Agreement
- the Affiliate's use (or misuse) of the marketing material and LuckyLuke Intellectual Property Rights

- all conduct and activities occurring under Affiliate's user ID and password;
- any defamatory or illegal material contained on the Affiliate Website(s) or Affiliate's information and data
- any claim that the Affiliate Website(s) or the Affiliate's information and data breaches any third party's intellectual property rights of privacy or publicity
- third party access or use of the Affiliate Website(s) or the Affiliate's information and data;
- any claim related to Affiliate Website(s) or Links
- The performance of your duties and obligations under this Agreement.
- any violation of this Agreement or any applicable laws

8. Confidentiality, Data protection & Intellectual property

A. Confidentiality

All Information shall be treated as confidential. The Affiliate shall use the Confidential Information only for the purposes necessary to further the commitments of this Agreement. For avoidance of doubt, the Affiliate must not use the Confidential Information for any own commercial purpose or any other purpose other than those in this Agreement.

The Affiliate agrees to avoid disclosure or unauthorized use of the Confidential Information to third persons or outside parties unless with LuckyLuke prior written consent.

B. Date Protection

The Affiliate shall only use customer data provided by LuckyLuke. Any Confidential Information (including but limited to contact numbers and residential addresses) provided by customers to third parties shall not be used by the Affiliate to provide its services to LuckyLuke under this Agreement.

C. Intellectual Property

In this Agreement, nothing contained will grant either Party any right, title to or interest in the Intellectual Property Rights of the other Party. For avoidance of doubt, nothing in this Agreement will constitute any license, transfer or any other right to any Intellectual Property Rights.

The Affiliate understands that he only has a right of use of the Approved Marketing Material provided by the Company.

All Intellectual Property Rights created and/or deriving from this Agreement, (including, but without limitation, advertising materials, databases and personal data) will be and become the sole property of LuckyLuke without any rights to the Affiliate.

At no time during or after the term of this Agreement shall a Party attempt, assist or allow others to register or attempt to register the Intellectual Property Rights or any rights similar to the Intellectual Property Rights of the other Party or of any group companies of the other Party.

D. Conclusion

Clause 8 will survive the termination of this Agreement.

9. Independent investigation

You acknowledge that you have read this Agreement and agree to all its Terms & Conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this agreement or operate contract with websites that are similar with your website. You have independently evaluated the desirability and legality in your residing jurisdiction of participating in this affiliation program and are not relying on any guarantee or statement other than the one presented in this agreement.

10. Relationship of the Parties & Disclaimers

A. Relationship of the Parties

You (the Affiliate) and we (LuckyLuke) are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

You will have no authority to make or accept any offers or representations on behalf of LuckyLuke. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this paragraph.

B. Disclaimers

We make no express or implied warranties or representations with respect to the Affiliation Program, Casino or marketing fee payment arrangements (including, without limitation, their functionality, warranties of fitness, merchantability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage).

In addition, we make no representation that the operation of our site will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

11. Miscellaneous

A. Non-Waiver

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. None of our employees, officers or agents may verbally alter, modify or waive any provision of this Agreement.

B. Remedies

LuckyLuke's rights and remedies hereunder shall not be mutually exclusive, i.e., the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. You acknowledge, confirm, and agree 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 of any provision of this Agreement, the respective rights and obligations of the parties may be enforceable by specific performance, injunction, or other equitable remedy.

Nothing contained in this Agreement shall limit or affect any of our rights at law, 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 our respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

C. Waiver

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 or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective. In witness whereof, you expressly agree to the Terms & Conditions of this Agreement by downloading our banner and creating a link from your site to LuckyLuke.

D. Conclusion

In case of any discrepancy between the meanings of the English version of this Agreement and any non-English translation of this Agreement, the English version shall prevail.

Any notice given or made under this Agreement to the Company shall be sent by email to and marked for the attention of the Affiliate Manager of the LuckyLuke website unless otherwise notified by the Company. The Company shall send all notices by email to the email address supplied by the Affiliate in the Affiliate Application.

LuckyLuke and the Affiliate will work in close cooperation at all times for the mutual benefit of making the provision of services in line with this Agreement a successful collaboration.

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 its reasonable control, 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.

Unless otherwise expressly agreed, this Agreement will constitute the entire agreement and understanding overruling any agreement between the Parties. In case of conflict between this Agreement and any other agreements entered into between LuckyLuke and the Affiliate, the contents of this Agreement shall prevail.

12. LuckyLuke Commission Structures

Our casino Commission Structure is calculated on a monthly basis as follow:

Net Revenue/month Affiliate's Commission

0-1000€ Net revenue => 25% of Net Revenue

1001€ to 5000€ Net Revenue => 30% of Net Revenue

5001€ to 15000€ Net Revenue => 35% of Net Revenue

15001€ to 30000€ Net Revenue => 40% of Net Revenue

>30000€ Net Revenue => 45% of Net Revenue

13. Termination

The Terms of this Agreement will begin when you create a unique link to our site and will be continuous unless and until either party notifies the other in writing that it wishes to terminate the Agreement, in which case this Agreement may be terminated immediately. Termination is at will, for any reason, by either party. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification.

This Agreement may be terminated by either Party by giving thirty (30) days written (by email) notice to the other Party.

We may terminate this agreement if we determine (in our sole discretion) that your site is unsuitable.

Unsuitable sites include those that: are aimed at children, display child pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, violate intellectual property rights.

This Agreement may also be terminated if the Affiliate is in material breach of its obligations according to this Agreement if the breach has not been taken care of within three (3) days after LuckyLuke has given notice of such breach.

This Agreement may also be terminated if either party is declared bankrupt or insolvent by court order or if any bankruptcy are commenced against the other party or in the event of any similar situation indicating that the other party is insolvent.

LuckyLuke reserves the right to terminate this Agreement immediately for business reasons or other reasons of internal policy and control.

Upon termination:

- You must remove all of our banners/icons from your site and disable the link from your site to ours. You must also remove all references to the LuckyLuke website from any communication (commercial or otherwise).
- All rights and licenses given to you in this Agreement shall immediately terminate (including any Intellectual Property rights)
- if this Agreement is terminated by us due to the Affiliate's breach of any terms and conditions of this Agreement, we 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 and it shall be in its sole discretion whether to pay such earned but unpaid Commissions to the Affiliate
- the Affiliate must return to us any Confidential Information (and all copies and derivations if any) in the Affiliate's possession and control
- the Affiliate will only be entitled to his Commission that is earned but unpaid as of the effective termination date of this Agreement; however, provided that we 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 the effective termination date
- If you have failed to fulfil your obligations and responsibilities, we will not pay you the Advertising Revenue otherwise owing to you on termination.

- We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.
- If we continue to permit play from customers after termination, this will not constitute a continuation or renewal of this Agreement or a waiver of 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 in relation to Confidential Information even if the breach arises at a time following the termination of this Agreement.