

Terms and Conditions - Budsino Affiliate Program

Version 2.0

1. General

1.1 The Affiliate Program is run by **Thelivering Limited** ("Thelivering", "we", "us", "our"), company register number C 87253, with its registered seat at Level 4, Pendergardens Business Centre 44, St. Andrew's Road, STJ 9023 St. Julian's, Malta. Thelivering is running the website www.budsino.com ("the Website").

1.2 The Affiliate Program ("the Program") is designed with the primary objective of compensating enrolled website owners who actively engage in the promotion of the Thelivering Brand, specifically "Budsino," and facilitate the acquisition of new customers for the associated Website ("the Affiliates"). Through their promotional efforts, participating website owners contribute to the expansion of the customer base for the "Budsino" brand, and in acknowledgment of their role, they are eligible for rewards as outlined within the framework of the Program. The remuneration is intended to recognize and incentivize the efforts of these affiliates in driving customer engagement and fostering brand growth.

1.3 This document ("Terms and Conditions", "Terms" or "Agreement", interchangeably), sets out the terms that govern the contractual relationship between TMA and any person who registers under the Program, ("the Affiliate", "You", "Your") (jointly referred to as "the Parties"). You are obliged to read the rules carefully and accept them if you register under the Program.

1.4 Thelivering reserves the right to change these Terms and Conditions at any time. Should there be any material changes to the Terms ("Change"), you will promptly be notified and provided with a summary of the changes. In the event that, following any Change, you prefer not to remain involved in the program, the Termination clauses under section 12 ("*Term and Termination*") shall apply.

1.5. The Terms constitute the complete, final, binding and exclusive agreement between you and Thelivering with respect to the Program, and we recommend that you carefully read and print a copy of these terms and conditions for future reference.

2. Application Process

2.1 In order to enrol in the Program, a website owner would need to register as an Affiliate by completing the online form made available on the Thelivering Website. We will evaluate your application to enrol in the Program and will notify you, in writing, whether your application was successful or not. Such notification can be sent via email. We reserve the right to refuse any applications to enrol in the Program in our sole discretion.

2.2 Upon the approval of the Affiliate's request to join, these Terms shall govern the Affiliate's participation in the Program. Your submission of the application initiates the binding nature of these Terms on your end, while our approval of your application is required for it to become binding on our part ("the Agreement").

2.3 In this document the term "Thelivering Content" shall mean any text links (including sub-Affiliate links), banners, advertising and other marketing material containing the Budsino as communicated and made available by Thelivering to the Affiliate.

3. Responsibilities and Obligations of the Affiliate

3.1. As an Affiliate, you are responsible for promoting Budsino by implementing the Thelivering . Content on your websites, e-mails or other communications.

3.2. You understand and accept that the promoting or soliciting of bets is subject to legal restrictions or prohibited in some countries whereas said restrictions may vary from time to time. Should the promoting or soliciting of bets be prohibited under the regulations of your country of domicile or be permissible only under certain preconditions which are not met, you understand and accept that you ought not enter into this Agreement, and that such Agreement is subject to immediate termination should such promotion or solicitation occur.

3.3. You agree that you will not actively target, using Thelivering Content, any jurisdiction where gambling and the promotion thereof is illegal, or such jurisdictions as may be advised by Thelivering from time to time.

3.4. You shall not participate in any fraudulent, disreputable, unethical or illegal activity, or partake in any activity which is not beneficial to Thelivering and the Program or that are not in the best interests of Thelivering , the Program or Thelivering 's End-Users (the "Disreputable Activities").

4. Affiliation Guidelines

4.1. Only approved and properly tagged creative materials, supplied by us from time to time, may be used to promote Thelivering Ltd. Advertorials and personal endorsements are allowed but all materials not designed by Thelivering need to be approved in writing; such approval shall not be unreasonably withheld by us.

4.2. You may not modify any Thelivering Content supplied by us without the written prior consent of Thelivering Ltd.

4.3. By agreeing to participate in the Program, you are also agreeing to below

- (i) the use of banners, text or promotional material placement of such on your site;
- (ii) the utilization of any banners, text or promotional material within any e-mails;
- (iii) the direct marketing (which shall also include printing) of any banners, text or promotional material using your Affiliate URL as provided from time to time by Thelivering.

The above-mentioned methods are ways by which you may advertise on the Thelivering 's behalf.

4.4. Banners and links may not be placed within unsolicited e-mail/s, unauthorized newsgroup postings, or chat rooms or through the use of "bots". Traffic generated illegally will not be counted towards any revenue generated by you.

4.5. If we determine that you are engaging in illegal or fraudulent activities, such as spamming or artificially inflating commissions, or if you present your site in a way that could confuse customers about the relationship between you and us, we reserve the right to immediately terminate this Agreement.

4.6. You shall not make any claims, representations, or warranties in connection with Thelivering and you shall have no authority to and shall not bind Thelivering to any obligations.

4.7. . You must obtain our prior written approval before using Thelivering Content, and you are not allowed to modify its appearance or reference us in any promotional materials without our express written consent. The appearance and syntax of the hypertext transfer links are determined by us and serve as the sole authorized and permitted representation of the Website.

4.8. You will not knowingly benefit from known or suspected traffic not generated in good faith, irrespective of whether it causes actual or perceivable damage to Thelivering . Should fraudulent activity arise through a person directed to a site via your link, we retain the right to retract the commissions paid to you at any time and immediately terminate the Affiliate account. Our decision in this regard will be final and we shall not be legally obliged to hold any preliminary discussions with you to this effect. In conjunction with this, we shall 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.

4.9. The Affiliate is expressly prohibited from modifying form fields or scripts within marketing materials provided by Thelivering. These materials are specifically crafted for the collection of contact information from players, and any attempt to manipulate such elements with the intention of appropriating said information for the Affiliate's or advertiser's personal use is strictly forbidden

4.10. The Affiliate will be solely responsible for its marketing activities (including but not limited to distribution, content and lawfulness of the same).

5. Purchase Processing

5.1 Only properly tagged customers can be assigned to an Affiliate. Should an Affiliate tag be improperly inserted into the Affiliate site or not properly received by Thelivering server the resulting customer registration and purchases will not be assigned to the Affiliate. Therefore it is the responsibility of the Affiliate to ensure that all links are properly tagged.

All tags mentioned above shall only be deemed as legitimate provided they are assigned to the Affiliate by Thelivering Ltd.

6. . Revenue Sharing Payment Terms

6.1 If you are enrolled in the Program on a Revenue Sharing basis, the following terms apply (provided that no other terms were agreed upon):

6.2. Thelivering will pay out a monthly revenue share on the commissionable earnings generated by each customer referred by you, as defined by the Thelivering Ltd.

6.3. **"Net Revenue"** shall be defined as Customers bets less any winnings, bonuses, jackpot contribution, jurisdictional gaming duties and administration fees. The administration fee contains provider fees and financial transaction fees.

6.4 Should a customer process a "Chargeback", (a financial transaction reversal initiated by the issuing bank or financial institution of a credit or debit card in response to a dispute filed by a cardholder) the disputed or charged-back revenue generated by yourself will be forfeited and therefore deducted from the total balance due to you for the current month. If this deduction of the accumulated revenue exceeds your current amount due, your balance will then revert to a negative balance, and you will have to earn revenue to cover the charge-back before you can start earning revenue again.

6.5.

In contrast to a customer realizing a significant monetary gain, termed a "Big Win," resulting from a successful outcome in a game of chance, which has a duration limited to one month, a chargeback obligation will persist until the revenue generated by other customers referred by you sufficiently offsets the outstanding amount.

6.6 Complimentary money, free money and other incentives refer to those amounts credited to the account of customers. As such funds have not been purchased by the customers, we are precluded from remitting and hereby affirm that we shall not disburse any

commissions to you in relation to these amounts.

6.7. For avoidance of doubt, negative balances will not be carried over, and the Affiliate will commence each month with a balance of zero. In the event that the Affiliate concludes a month with a surplus, commissions will be disbursed based on the positive balance. Conversely, if the Affiliate concludes the month with a negative balance, such deficit will not be carried forward to the subsequent month, except in cases where the negative balance is attributable to a chargeback.

6.8. Commissionable earnings shall accrue throughout the entirety of the customer's lifetime, encompassing all transactions conducted by the customer on the Website, and shall continue as long as the Agreement remains in force between the Affiliate and Thelivering. The Affiliate shall not be entitled to receive any further commissionable earnings following the termination of this agreement, for whatever reason this might ensue.

6.9. For the avoidance of doubt, all payments shall be made inclusive of VAT, if applicable, and the Affiliate is individually responsible for withholding tax, VAT and social fees if applicable. Payments are made to the Affiliate within thirty (30) business days from the issuance of an invoice from the Affiliate. Payments are affected by bank wire. It is the responsibility of the Affiliate to select the method of payment and keep Thelivering informed of its current payment details. To receive payments, the Affiliate is responsible for being in possession of a valid VAT number. Payments less than a hundred Euros (EUR 100.00) will be carried forward until Affiliate earnings exceeds such amount.

6.10. We reserve the right to withhold payment from any Affiliate to refrain from disbursing payments to any Affiliate that is found, in Thelivering's sole discretion, to be in breach of any stipulation within the confines of this Agreement.

6.11. If the Affiliate disagrees with any balance reported, the Affiliate shall, within a period of ten (10) business days, notify Thelivering and indicate the reasons of such disagreement. Failure to notify within the prescribed time limit shall be deemed an irrevocable acknowledgment of the balance due for the respective period.

6.12 Payment Window Clause: The recipient shall have a period of six (6) months from the end of each calendar month to issue an invoice for accrued commission. Failure to invoice within this stipulated six-month window shall result in forfeiture of the commission for that particular month. Should the Affiliate fail to send us an invoice, or otherwise fail to claim any amount due to You within six (6) months from when such amount becomes due, such amount shall be written off and will no longer be due.

7. Cost Per Acquisition Payment Terms

7.1 If you are enrolled in the Program on a Cost Per Acquisition ("CPA") basis, the following terms apply (provided that no other terms were agreed upon):

7.1.1 Thelivering will pay out an individually agreed upon CPA amount for acquired customers. The agreed amount will be confirmed in writing, via email.

7.1.2. Acquired customers are determined as depositing players (individuals who have registered accounts on the Website and have actively contributed funds by making a monetary deposit into their accounts, excluding free or complimentary monies or bonus funds). at the Website.

7.2. Thelivering reserves the right to move CPA Affiliates into our revenue share program by giving the Affiliate a minimum of 48 hours notice. Should the Affiliate not agree with this, the Affiliate may terminate the Agreement as set out in clause 12 of the Agreement.

7.2.1 As per the terms of the Cost Per Acquisition (CPA) agreement, a predetermined amount will be provided for each Referred Player. This agreement does not include a profit-sharing component. Thelivering reserve the right to modify or terminate the CPA Deal, providing a 24-hour advance notice before the changes take effect.

7.8 Termination of CPA (Cost Per Acquisition) Count: Thilvering Ltd reserves the right to invalidate and remove any CPA count associated with a player if said player has been identified under the following circumstances. In such instances, Thilvering Ltd retains the authority to nullify the CPA count and withhold any pending or accrued payments related to the affected player's accounts.

- **Fraudulent Player:** If there is substantial evidence or reasonable suspicion of fraudulent activity by the player. In instances where there is suspicion of fraud involving You or a Referred Player, we retain the right to withhold payment without furnishing a detailed report or explanation.
- **Multiple Accounts:** If it's determined that the player holds more than one account and has already been associated with a CPA count, regardless of the source.

8. Policies & Confidentiality

8.1. Thelivering assumes ownership of the customer at point of first contact with the visitor. The Affiliate acts as a referring agent for Thelivering We reserve the right to refuse customers (or to close their accounts) at our sole discretion, in order to comply with any statutory or other requirements (including but not limited to fraud prevention, anti-money laundering), as we may periodically establish.

8.2.. Upon the registration and thus the opening of an account with Thelivering, an individual therein shall be classified as our customer and shall therefore be subject to adherence to all customer policies and operational protocols applicable to them, in accordance to the Website.

8.3. During the term of this Agreement, you may be entrusted with confidential information relating but not limited to the business, operations, customer affairs, products or services or underlying technology of Thelivering and/or the Program (including, for example, referral fees earned by you under the Program)("the Confidential Information"). You agree to avoid disclosure or unauthorized use of the Confidential Information to any third persons unless you have our prior written consent. You also agree that you will use the Confidential Information only to the extent necessary to perform your obligations or further the purpose of this Agreement. Your obligations with respect to Confidential Information shall survive the termination of this Agreement.

9. Legal Responsibility

9.1. Ownership and content of the Website(s) remain our respective properties and shall not be deemed to have been transferred to the Affiliate through any act or omission in respect of the Agreement. For avoidance of doubt, no proprietary rights are being transferred in this Agreement; nothing in this Agreement shall give the Affiliate any interest in any Intellectual Property Rights in the Website or any goodwill associated therewith. The Affiliate hereby acknowledges that it shall acquire no interest in respect thereof and, that all such interests and goodwill are and shall remain vested in the Affiliate.

9.2. Ownership, content and liability for Affiliate sites are the sole responsibility of the Affiliate. You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site.

9.3. You will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

9.4. It is the Affiliate's responsibility to follow the correct linking and tagging procedure to ensure new customer tracking and payment.

9.5. Presentation of Thelivering Content on Affiliate's site is the responsibility of Affiliate. The Affiliate must ensure that Thelivering Content is presented in accordance with our prescriptions.

9.6. Affiliate must ensure that any material posted on their site is legal and does not infringe copyright or violate any rights or applicable laws.

9.7. We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on the Website. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures, and referral program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

10. Limited License

10.1. We hereby grant to you a non-exclusive, non-transferable license, during the term of this Agreement, to use the Thelivering Content solely in connection with the purpose of this Agreement.

10.2. By this Agreement, we grant you the non-exclusive right to direct customers to the **Website** in accordance with the terms and conditions of this Agreement. This Agreement does not grant you an exclusive right or privilege to assist us in the provision of our services arising from your referrals, and we reserve the right to contract with and obtain the assistance from other parties at any time to perform services of the same or similar nature as yours. You shall have no claims to referral fees or other compensation on business secured by or through persons or entities other than you.

10.3. The licenses referred to in this clause 10 cannot be sub-licensed, assigned or otherwise transferred by you. You shall not assert the invalidity, unenforceability, or contest the ownership of any Thelivering trademarks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

10.4. We reserve the right to revoke said licenses at any time, and the same shall have been deemed revoked at the termination of this Agreement, for whatsoever reason.

11. Spam

11.1. Any form of spam (including but not limited to search engine spamming or spamdexing or unsolicited mail) will result in your Affiliate account being placed under review and all funds due being withheld pending an investigation into your actions. You are aware that Thelivering liable to incur expenses in dealing with spam generated mail and these same expenses will be deducted from your account should Thelivering LTD seek recourse. In this instance the amount determined by Thelivering LTD will be fair and deemed final and acceptable based on good faith and such amount will be collectable by law and deemed to have been accepted by you as fair and reasonable and as agreed to by registration as our Affiliate.

11.2. You are aware that the Parties to this Agreement 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 our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this paragraph.

12. Term & Termination

12.1. The term of this Agreement shall begin upon notification that your Affiliate application has been accepted by us and will continue to be in force for an initial term of three (3) months, during which term the agreement may only be terminated as provided under clause 12.2. Either party shall notify the other Party of its intention not to renew the Agreement by giving the other Party a one week (1) written notice before the lapse of the initial term.

Following the initial term the agreement shall continue to be renewed for successive three (3) month periods unless and until either Party terminates the agreement at any point in time by giving a one (1) week written notice to the other Party.

In the event that it is the Affiliate who decides to terminate the Agreement during any of the renewal terms, the Affiliate would only be entitled to the commissionable earnings which were earned by virtue of this agreement up until the date on which termination was given.

In the event that it is the Thelivering who decides to terminate the Agreement during any of the renewal terms, Thelivering shall pay the Affiliate the commissionable earnings which would have been earned by virtue of this Agreement for the entirety of **the respective renewal term**. Following this the Affiliate shall not be entitled to any further commissionable earnings.

12.2. We may terminate the Agreement with immediate effect by written notice to you if:

(a) the Affiliate commits a material breach of its obligations under the Agreement and, in the case of a remediable breach, fails to remedy it within 15 days of the date of receipt of notice

(b) the Affiliate becomes insolvent or unable to pay its debts, proposes a voluntary arrangement, has a receiver, liquidator, administrator or manager appointed over the whole or any part of its business or assets or if any application shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution or if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, or it ceases to carry on business or if it claims the benefit of any statutory moratorium;

(c) the Affiliate sells its business, or any part herein, and/or registers any change of beneficial ownership;

(d) we determine (in our sole discretion) that the Affiliate has engaged in Disreputable Activities;

(e) we determine (in our sole discretion) that the Affiliate site is unsuitable. Unsuitable sites may include those that are aimed at persons under the legal age for gambling, and in particular at children, promote sexually explicit materials, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, contain libelous, obscene, unlawful or otherwise unsuitable content or violate intellectual property rights.

12.3. You may terminate the Agreement with immediate effect by written notice to us if:

(a) Thelivering commits a material breach of its obligations under the Agreement and, in the case of a remediable breach, fails to remedy it within 15 days of the date of receipt of notice;

(b) Thelivering becomes insolvent or unable to pay its debts, proposes a voluntary arrangement, has a receiver, liquidator, administrator or manager appointed over the whole or any part of its business or assets or if any application shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution or if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, or it ceases to carry on business or if it claims the benefit of any statutory moratorium.

12.4. Upon termination:

a. You must remove the Thelivering Content from your site and disable any links from your site to the Website, upon notice of termination;

b. All rights and licenses given to you in this Agreement shall immediately terminate;

c. You shall **only** be entitled to unpaid commission, if any, earned by you on or prior to the date of termination. You will not be entitled to any commission occurring after the date of termination;

d. If you have failed to fulfill your obligations and responsibilities, we will not pay you the commission otherwise owing to you on termination;

e. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid or that you remove the Thelivering Content from your site and disable any links from your site to the Website;

f. If we continue to permit activity (generation of revenue) from customers after termination, this will not constitute a continuation or renewal of this Agreement or a waiver of termination;

g. You will return to us any Confidential Information and all copies of it in your possession, custody and control and will cease all uses of any trade names, trademarks, service marks, logos and other designations of Thelivering

h. The Parties will be released from all obligations and liabilities to each other occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination, as set out in this Agreement. Termination will not relieve you from any liability arising from any breach of this Agreement, which occurred prior to termination.

13. Miscellaneous

13.1. Governing Law & Jurisdiction

This Agreement is governed by the laws of Malta. Any action relating to this Agreement must be brought in Malta and you irrevocably consent to the jurisdiction of the Courts of the Republic of Malta.

13.2. Assignability and Inurement

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against you and us and our respective successors and assigns.

13.3. 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. NO MODIFICATIONS, ADDITIONS, DELETIONS OR INTERLINEATIONS OF THIS AGREEMENT ARE PERMITTED OR WILL BE RECOGNIZED BY US. None of our employees, officers or agents may verbally alter, modify or waive any provision of this Agreement.

13.4. Remedies

Our 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.

13.5. Severability / 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.

14. Relationship of the Parties

14.1. Indemnity

You agree that you shall defend, indemnify, and hold Thelivering, its directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (a) any breach by you of any warranty, representation, or agreement contained in this Agreement, (b) the performance of your duties and obligations under this Agreement, (c) your negligence or (d) any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorized use of our banners and link or this Program.

14.2. Disclaimers

We make no express or implied warranties or representations with respect to the Website or the Program or referral fee/commission payment arrangements (including, without limitation, their functionality, warranties of fitness, 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 the Website will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

14.3. Limitation of Liability

You accept that 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 Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program, whether in contract, tort (including negligence) or otherwise, will not exceed the total referral fees paid or payable to you under this Agreement over the 12 month period preceding the date on which such liability accrued.

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. Our obligations under this Agreement do not constitute personal obligations of our directors, officers or shareholders. Any liability arising under this Agreement shall be satisfied solely from the referral fee generated and is limited to direct damages.

15. Independent Investigation

You acknowledge that you have read this agreement and agree to all its terms and 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 websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in this Program and becoming bound by the terms of this Agreement, and you are not relying on any representation, guarantee or statement other than as set forth in this Agreement.

By having read the terms and conditions, and acknowledging such in the Affiliate sign-up form you agree to all the terms and conditions contained herein.