



Thunderpick Affiliate Program Terms and Conditions

Welcome to the Thunderpick Affiliate Program (the "Program"), an affiliate program operated by Paloma Media B.V. (License No. 1668/JAZ) N.V., Address: Kaya Richard J. Beaujon Z/N, Curacao ("Thunderpick" also referred to in these Terms as "we" or "us" or a "party").

These Terms are a binding contract between you and Thunderpick which governs your participation in the Program. By participating in the Program, you agree to be bound by the current version of these Terms, which we may amend from time to time. It is your responsibility to ensure that you are familiar with each updated version of these Terms. In the event you do not agree with the updated Terms, your only recourse shall be to terminate your participation in the Program.

If you have any questions or concerns about these Terms or the Program, please send us an email to affiliates@thunderpick.com.

In these Terms, the following words and expressions shall have the following meanings:

Affiliate: A physical or legal entity who has registered and is accepted by us as a member of the Program. Where the context requires, these Terms occasionally refer to the Affiliate as "you" or a "party".

Affiliate ID: A tracking mechanism provided to the Affiliate by Thunderpick for the purposes of tracking player referral activities.

Affiliate Site(s): A website (including any WAP, mobile or tablet version of the website) which is owned or operated by an Affiliate and used to generate online traffic and referrals to Thunderpick in accordance with these Terms.

Applicable Taxes: Any taxes, levy or similar mandatory payments (including gaming taxes and value added taxes) levied or charged on revenue, turnover, deposit or amounts similarly driven by player activity or activity volume.

Approved Marketing Activities: Any lawful marketing activity conducted in compliance with these Terms which has been approved in writing by an authorized Thunderpick representative.

Chargeback: Where a player, a credit card issuing bank, or any other third party payment solution provider effects a reversal of charges in relation to a credit card or purchase transaction.

Confidential Information: Any information of any origin or nature, which has been, or maybe, provided by Thunderpick in connection with the Program, whether verbally, in writing, or in electronic form, including, but not limited to, business or financial data, know-how, processes, reports, player lists, price lists, Commission payment reports, and any other materials containing, reflecting any such information or generated therefrom.

Commission: Commission earned in connection with the Affiliate marketing activities conducted in accordance with these Terms.

Deductible Costs: Any third party costs incurred by Thunderpick in connection with the operation of the Thunderpick Sites which are attributable to the activity of any New Player(s), including but not limited to any payment processing charges, license fees, royalties and other applicable third-party payments.

Fraudulent Activity: A deceptive act or omission which, in the sole discretion of Thunderpick is performed in order to secure a real or potential, unfair or unlawful advantage; or any conduct that Thunderpick, in its sole discretion, determines to be fraudulent, deceptive or dishonest, which shall include, but not be limited to, fraudulent credit card transactions, Chargebacks, Matched Betting, false or automated account creation and any collusion or cheating by an Affiliate or a player.

Fraud Costs: Any costs, damages or loss arising directly or indirectly as a result of Fraudulent Activity.

FTD (first time depositor): The successful registration and deposit of a new Player Account at Thunderpick from affiliate tracking link/links.

Gross Win: Total revenue generated by Thunderpick as a result of all wagers placed by a referred New Player, less pay-outs.

Incentivized Traffic: Traffic or player activity generated as a by-product of promising some form of compensation or incentive for taking an action at, or in relation to Thunderpick Site, including but not limited to registering a new account, depositing or wagering.

Intellectual Property: Trademarks, service marks, trade names, logos, designations, copyrights, trade secrets, patents and any other proprietary rights owned by or licensed to Thunderpick.

Marketing Material: Banners, URLs, text, graphics and/or other promotional materials made available for marketing purposes through the Program.

Matched Betting/Arbitrage Betting: Any method of betting or wagering which is intended to give players a guaranteed win with no risk, including but not limited to the use of free bets.

Net Revenue: Gross Win, less bonuses awarded, Non-Cash items, Fraud Costs, Deductible Costs and Applicable Taxes.

New Player: An individual who is at least 18 years old, directed to a Thunderpick Site by an Affiliate, and can be linked to the Affiliate's ID, who is eligible to open an account on a Thunderpick Site and: (a) who successfully opens a new account on a Thunderpick Site in accordance with the Site's applicable terms and conditions; and (b) who previously have not had an account at any Thunderpick Site.

Non-Cash Items: Value of free credits or cash handed out to players, or any other direct costs incurred to maintain the loyalty of a player (e.g. the cost of a gift to a player).

Prohibited Site: Any website, forum, social media platform or other communications media of any type, where advertising of gambling-related activity is unlawful or otherwise prohibited.

Prohibited Territories: For the purposes of these Terms, these include the United States of America and its territories, France and its territories, Netherlands and its territories and countries that form the Kingdom of Netherlands, including Bonaire, Sint Eustatius, Saba, Aruba, Curaçao and Sint Maarten, Belize, Poland, Sweden, United Kingdom of Great Britain and Northern Ireland, Malta.

Spam: Unsolicited e-mail, SMS or any other communication sent indiscriminately to one or more mailing lists, individuals, forum or newsgroups.

Unsuitable Site: Any website, forum, social media platform or any other communications media of any type, which: is aimed at children; is intended to appeal to minors; promotes or glorifies violence; promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; promotes illegal activity; violates or enables the violation of intellectual property rights; violates the rights of privacy of others; is obscene or contains explicit sexual content; contains or promotes any unlawful behavior or content; contains or provides links to malicious or harmful software, keyloggers, trojans, viruses or malware; or which Thunderpick believes, in its sole discretion, may bring Thunderpick or its affiliated companies and brands into disrepute, or which may prejudice the interests of Thunderpick or its affiliated companies and brands.

1. Joining the Program

1.1 If you are not yet registered as a Thunderpick Affiliate and wish to participate in the Program, you must first submit a completed application at the Thunder Partners Portal located at: <https://thunder.partners/signup>. By submitting an application, you represent and warrant that:

- a) the information provided in your Affiliate application is correct and up-to-date and you will update it as required on an ongoing basis in order to ensure that it remains correct;
- b) you are not already registered as a Thunderpick Affiliate (only one Affiliate account is permitted per person);
- c) you are at least 18 years old, legally capable of entering into a binding contract, and you are unaware of any legal, commercial, contractual or other restrictions against your participation in the Program in accordance with these Terms; and
- d) if you are registering on behalf of a company, you have the full right, power and authority to enter into these Terms on behalf of the company.

1.2 Within reasonable period time, but no later than seven (7) days after the receipt of your completed application, we shall evaluate your application and notify you in writing of our decision to accept or reject it. If we do not approve your application within seven (7) days upon the receipt thereof, it shall be deemed to have been rejected. All decisions are final and are in Thunderpick's sole discretion.

1.3 You undertake, that if at any time during your participation in the Program, there should occur any event which may cause any of the above warranties to become false, or which may prevent you from wholly fulfilling your obligations hereunder, you shall promptly notify your Thunderpick Affiliate account representative, and Thunderpick shall be entitled to terminate your participation in the Program immediately.

2. Your Use of Thunderpick's Marketing Materials

2.1 Where you have been approved as the Program Affiliate, you may not use or distribute the Marketing Materials for any other purpose unless you have received our express written permission to conduct approved marketing activities, which we may grant or refuse in our sole discretion.

2.2 All Marketing Material shall be made available to you through the Thunderpick Affiliate Program and may be updated by us from time to time. You undertake and agree that you shall only use current versions of the Marketing Material and shall promptly discontinue the use of any Marketing Material which is out of date or no longer available.

2.3 You undertake and agree that you will not modify any of the Marketing Material which is made available to you and that you will not, without our express written approval, market or promote Thunderpick using any promotional materials not provided or approved in writing by Thunderpick.

2.4 If Thunderpick imposes certain particular restrictions on any Marketing Materials (i.e., campaign start/end dates, demographic limitations, etc.), you undertake and agree to only use the Marketing Materials in accordance with such imposed restrictions.

2.5 Your marketing activities shall strictly comply with the Program policy updates, which sets out additional standards, restrictions, and guidelines applicable to marketing activities in connection with the Program.

3. Player Tracking and Reports

3.1 You are responsible for ensuring that all referred players are properly tagged with your Affiliate ID. You will not receive credit for New Players who are not properly tagged or whom we are unable to otherwise properly associate with your Affiliate ID.

3.2 We will provide you with online access to reports of New Player Activity through the Program. The form, content, and frequency of our reporting may vary from time to time, at our sole discretion.

4. Your Obligations

4.1 As a condition of your participation in the Affiliate Programme, you undertake, warrant and agree that: (a) all use of the Marketing Materials and all activities are undertaken in connection with the Affiliate Program shall be lawful and in strict compliance with these Terms and any Special Terms (as defined below); (b) you shall not conduct any activities in connection with any Unsuitable Site or any Prohibited Site.

4.2 You agree to use your best efforts to market and promote the Thunderpick Sites in a manner consistent with good business ethics and in good faith towards Thunderpick.

4.3 You acknowledge that your promotion of the Thunderpick Sites has the potential to inflict substantial damage to Thunderpick and Thunderpick's reputation and goodwill, and that you shall at all times act in a manner that will not harm, even indirectly, the reputation and/or goodwill of Thunderpick.

4.4 You shall not: (a) undertake any actions that may adversely affect the Thunderpick's ability to be qualified for or to hold or maintain any license, permit or approval granted, or to be granted, by any competent authority, or (b) undertake any action which could reasonably be construed as bringing Thunderpick into Material Disrepute, where "Material Disrepute" means any condition which could reasonably and objectively be seen to create a material negative perception of the integrity of Thunderpick or the Program.

4.5 We prohibit any Affiliate activity in connection with any content or material which contains: (a) third party intellectual property which the Affiliate is not properly licensed to use; (b) information that is unlawful, harmful, threatening, obscene, discriminatory, scandalous, fraudulent and/or offensive; (c) any information that may subject Thunderpick to any cause of action, in law, equity or otherwise; or (d) any information which Thunderpick, in its sole discretion, determines to be objectionable, harmful, in bad taste, or potentially damaging to the interests and goodwill of Thunderpick or the Program.

4.6 You may not conduct any marketing or promotional activity which may (a) potentially deceive, confuse or mislead users and/or (b) infringe on any third party rights, including the rights of privacy, publicity, or Intellectual Property rights. You shall ensure that the Marketing Materials are displayed only in connection with websites and materials which are lawful, proper, professional and tasteful.

4.7 Your Affiliate Site(s) must not copy the look and feel of the Thunderpick Sites or have the potential to cause the impression that any sites or landing pages used by you are owned, operated or affiliated with Thunderpick or any of its associated brands. You are not entitled to present any Thunderpick Marks, logos, graphics or other Thunderpick materials on your Affiliate Site or marketing materials other than the Marketing Materials provided to you by Thunderpick through the Program.

4.8 Thunderpick reserves the right to demand the immediate takedown or modification of any materials that you distribute, or cessation of any or all marketing activity in connection with the Program or Thunderpick, at any time and in Thunderpick's sole discretion. We have the right, from time to time, to review your affiliate marketing activities and in our sole discretion may approve or reject your marketing methods and/or Affiliate Sites. You undertake and agree to provide prompt assistance and full cooperation in connection with any requests made by Thunderpick in this regard.

4.9 Upon Thunderpick's request, you undertake and agree to provide Thunderpick with all such information and documentation as we may reasonably require to verify your compliance with these Terms, or which we may require for our regulatory or legal purposes.

4.10 You agree that you shall neither offer nor provide any incentives (financial or otherwise) to any potential New Player without Thunderpick's prior written approval, except for standard promotional programs which Thunderpick may make available to you from time to time through the Program.

4.11 You will not knowingly benefit from any known or suspected activity performed in bad faith, whether or not such activity actually causes damage to Thunderpick. This includes but is not limited to your registering player accounts or playing under your own Affiliate tracking links and or any other Fraudulent Activity.

4.12 You may not directly or indirectly participate in any illegal activity or Fraudulent Activity in connection with your participation in the Program.

4.13 During your participation in the Program and for three months after termination or expiration thereof, you undertake and agree to maintain complete records of your activity in the Program and any marketing or promotional activity undertaken in furtherance thereof.

4.14 You acknowledge and agree that in performing under these Terms, you are strictly prohibited to market and promote the Thunderpick Sites to residents of the Prohibited Territories and you shall undertake all possible technical and operational measures to prevent marketing to residents of these Prohibited Territories.

4.15 You acknowledge and agree that any breach of the afore-mentioned obligations shall constitute material breach of these Terms resulting in your immediate termination from the Program.

5. No Spam; No Marketing to Self-Excluded Players

5.1 You will not send any marketing SMS, email or other communications relating to Thunderpick or the Program without our prior written consent. In order for Thunderpick to properly consider whether its consent shall be granted, you shall provide us with:

- a) A comprehensive list of the intended recipients of any proposed marketing campaign, which list we shall review to verify that Marketing materials are not to be sent to any person who has a self-exclusion agreement in place with us;
- b) Written confirmation that all proposed email, SMS or other communications constituting the proposed campaign include an option to opt-out of receiving any such further communications; and
- c) Written confirmation that the proposed recipients of the campaign have properly consented to receiving communications of the kind (“opt-in”) and have not since opted out.

5.2 If we incur any cost in connection with Spam sent by you or anyone on your behalf, these costs will be deducted from any Commissions due to you under these Terms. Should our costs not be covered by the funds in your account we have the right to offset future Commission payments or pursue other alternative means for obtaining payment from you. Should your Affiliate account not be active, or otherwise not generating Commission payments, then we shall have the right to demand payment directly from you.

5.3 Should you require more information regarding our Spam policy, or should you wish to report any incidences of Spam please contact us at: affiliates@thunderpick.com.

6. Legal Compliance

6.1 Your activities shall comply with all applicable laws and industry practices applicable to online marketing, online advertising and marketing of online gambling sites.

7. Your Warranties

7.1 By participating in the Program, you represent, warrant and undertake that:

- a) your activities shall fully comply with these Terms;
- b) you have the ability, experience, expertise and resources to perform all of your obligations hereunder in accordance with these Terms;

c) you understand and agree that your marketing activity in connection with the Program, and your conduct as an Affiliate has the potential to inflict substantial damage to Thunderpick's reputation and goodwill, thus you shall at all times consider and act in the best interests of Thunderpick and shall preserve the goodwill and reputation of Thunderpick and Thunderpick's name

d) you shall not undertake any activities in violation of our intellectual property rights, including but not limited to: brand bidding, registering or using any domains with confusingly similar names to the Thunderpick Marks, copying the "look and feel" of our sites or software, using any Thunderpick Marks, branding or logos except as expressly permitted by these Terms, or modifying any Marketing Materials we make available on the Programme Portal;

e) you have evaluated the applicable laws relating to your activities and obligations hereunder and you have independently concluded that you can participate in this Program and fulfill your obligations hereunder without violating any applicable law;

8. Commission Calculations

8.1 You are eligible to earn Commission payments in connection with gambling activity by New Players referred by you, as further set out herein. You understand and agree that we may, from time to time, in our sole discretion, amend these Commission rates.

8.2 You are only eligible to receive ongoing Commission payments during your participation in the Program. You will no longer receive Commission payments in the event your participation in the Program is terminated for breach of these Terms.

8.3 You shall receive Commissions based on the Net Revenue of Players referred by you. The revenue share consists of several tiers and depends on the previous month's performance. The Commission tiers are as follows:

- 0-4 FTDs – 25%
- 5-15 FTDs – 30%
- 16-40 FTDs – 35%
- 41-80 FTDs – 40%
- 81+ FTDs – 50%

In the case of other reward plans, including but not limited to Cost Per Acquisition, the Commission shall depend on a separate agreement between the Parties.

8.4 At the sole discretion of the Company, the Affiliate may be given the opportunity to restructure its commission structure. Examples of alternative revenue sources could include a Cost Per Acquisition (CPA) module. The Company hereby states to the Affiliate that only one type of revenue structure may be applied, and it shall not be possible for two different revenue structures to co-exist. Therefore, once an Affiliate opts to accept the Company's

offer for a different revenue structure to the standard commission structure outlined in clause 8.3 of this Agreement, then the Affiliate is aware and hereby agrees and understands that the new proposed revenue structure shall replace his/her existing commission structure in its entirety. Notwithstanding the above, all the Affiliate's obligations assumed under the Agreement will still continue to apply to the Affiliate up until the termination of the Agreement and thereafter, in accordance with the terms contained in this Agreement.

9. Cost Per Acquisition (CPA) Payments

9.1 If you are entitled to receive a CPA payment under the terms of a written agreement between you and Thunderpick, you will receive a one-time CPA payment which is established by Thunderpick in its sole discretion (the "CPA Payment") for every New Player that you refer who meets qualifications agreed in writing by us.

9.2 Where a Chargeback is received against a New Player or a credit is issued to a New Player, such a Player will not be eligible for a CPA Payment, and any CPA Payment previously made to you in respect of such a New Player will be deducted from future payments to you.

10. General Commission Terms

10.1 We may conduct special promotions related to certain products, services, games, player activity, special events, and other matters through the Program from time to time ("Special Promotions") and in connection therewith establish certain additional terms, Commission rates, CPA pay-out rates, incentives, deposit and wagering requirements, or other additional terms and conditions ("Special Terms"). In the event you wish to participate in one of the Special Promotions, you understand and agree that such participation will be subject to the Special Terms, as applicable.

10.2 We shall track all New Player activity relevant to the calculation of your Affiliate Commissions. All payments due to you are based on our own statistics, records and calculations. All decisions made by us regarding tracking, calculation or payment of your Commissions or other payments shall be made by us in our sole discretion.

10.3 We reserve the right to review all activity in connection with your participation in the Program for possible Fraudulent Activity or activity which in our sole discretion is in bad faith, in violation of these Terms, unlawful and/or abusive. You will not be entitled to any payment for any player activity and/or traffic generated as a result of such activity.

10.4 We do not pay for Players who have already registered an account at one of our Sites. If the Player already exists or existed in our system, or the system of any Site, you are not eligible to receive any payments for that Player.

10.5 We do not pay fees or Commissions in connection with Matched Betting, Arbitrage Betting or any playing schemes or systems where players are advised on how to play to beat the bookmaker.

10.6 Unless you have entered into a separate written agreement with us permitting such payments, we do not pay for Incentivised Traffic in any form.

10.7 We do not pay for any player activity related to brand bidding or any activity which we consider to be a breach of our intellectual property rights.

10.8 We reserve the right to pass on any Fraud Costs to your account. These Fraud Costs shall be deducted from any payment owed to you.

10.9 We reserve the right to refuse any potential New Player, to close a player's account, or to take any other action which we may deem necessary in order to preserve the integrity or safety of the Thunderpick Sites. In the event that we refuse, suspend or close any player's account for any reason, you will not be entitled to earn Commissions in respect of that player's accounts.

11. Big Winner Policy

11.1 In any given month, if an Affiliate Player generates a negative net revenue of at least €5,000, he/she will be considered to be, for the purposes of this section, a 'Big Winner' and will be bound to the Big Winner Policy.

11.2 If the aggregate Net Revenue for the Affiliate, in that month, for a Client's Brand is negative €1,000 or greater, then the Big Winner Policy as set out hereunder, will apply:

- The negative Net Revenue generated by the Big Winner will be carried forward and offset against future Net Revenue generated by that Big Winner;
- The negative balance carried forward cannot be set-off against other Affiliate Players' Net Revenue;
- The negative balance carried forward cannot be greater than the total aggregate negative Net Revenue for that particular Brand on the Affiliate account, for that month;
- The negative balance of a Big Winner will be reduced accordingly by future positive Net Revenue that they generate in subsequent months;
- A negative balance will not be increased by future negative Net Revenue unless the Big Winner meets the qualifying criteria in subsequent months.

11.3 The Big Winner Policy will only be applied to Commissions generated on a Revenue Share basis (including the Revenue Share portion of a Hybrid deal, if applicable) and with 'No Negative Carryover'.

12. SUB-AFFILIATES

12.1 Sub-Affiliate is an affiliate referred to the Company by you who holds the same qualifying conditions as an Affiliate. All such Sub-Affiliates will be linked to your Affiliate account (and you will be considered as the Master Affiliate) provided that the Sub-Affiliate(s) signs up using one of your Sub-Affiliate referral links. In order to become a Master Affiliate, the Affiliate must submit a request and get approval from the Company, a referral link is then provided to the Master Affiliate.

12.2 In order to become Sub-Affiliate, the Sub-Affiliate must be registered using the Sub-Affiliate referral link provided by you. You are solely responsible for ensuring the proper completion of a Sub-Affiliate's registration. In the result of failure to complete any steps correctly, the Sub-Affiliate may not be linked to you.

12.3 You will earn 5% of the Sub-Affiliate commission generated by each Sub-Affiliate you successfully refer to us. The Company reserves the right to change any of the commission fees at any given moment without prior notice. In case of a negative carryover by a Sub-Affiliate, the Master Affiliate will also inherit the negative carryover.

12.4 The Company reserves the right, at its sole discretion, to investigate any Sub-Affiliate referred to us by you if we suspect any suspicious activity on the Sub-Affiliate account. If a Sub-Affiliate referred to us by you is found to have engaged in or been involved with Fraud, Spam, or is found to have breached any of the terms and conditions of the Agreement. The Company reserves at its sole discretion, the right to withhold all Sub-Affiliate commission payments relating to that Sub-Affiliate, due to you and to suspend, freeze and confiscate the account, if deemed appropriate.

12.5 Any Sub-Affiliate will be bound by the terms and conditions of the Agreement and you will be liable to us for the performance of such Sub-Affiliate's obligation under the Agreement.

12.6 The Company holds no responsibility for any direct negotiations including disputes that happen between a Master Affiliate and a Sub-Affiliate. All responsibility regarding the communication between a Master Affiliate and a Sub-Affiliate remains with the Master Affiliate and the Sub-Affiliate.

13. Payment Terms

13.1 The Company agrees to pay the Affiliate a commission based on the Net Gaming Revenue generated from Real Money Customers referred by the Affiliate website and/or another channel. The commission shall be deemed to be inclusive of value added tax or any other tax if applicable.

13.2 The commission is calculated at the end of each month and payments shall be performed by the 10th day of each calendar month, provided that the amount due exceeds specified Thunderpick specific thresholds. If the balance due is less than the minimum threshold of your chosen payment method, it shall be carried over to the following month

and shall be payable when it collectively exceeds the minimum threshold. Commission rate is defined by the previous month's performance as described in commission structure in 8. Commission Calculations.

13.3 The commission payment shall be made only if the outstanding Affiliate balance is positive. If the balance is negative due to the user's performance on games the balance shall be carried over to the next month. Should next month's revenue be positive and cover the negative carryover from the previous month then payment shall be made. This method is referred to as negative carryover. If you have any questions about this policy please get in touch with us at contact@thunder.partners.

13.4 Payment of commissions shall be made to Affiliate in Bitcoin or other cryptocurrency available. If an error is made in calculating the commission, the Company reserves the right to correct such a calculation at any time and will pay out underpayment or reclaim overpayment made to the Affiliate by the 10th day of the calendar month. If the payment has not been made to the Affiliate by the 10th day of the calendar month, the commission will be paid out in full during the next month only when the Affiliate has provided all necessary details to the Company.

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

13.6 If the Affiliate disagrees with the balance due as reported, it shall within a period of thirty (30) days, send an email to the Company to affiliates@thunderpick.com and indicate the reasons for the dispute. Failure to send an email within the prescribed time limit shall be deemed to be considered as an irrevocable acknowledgement of the balance due for the period indicated.

13.7 The Company may delay payment of any balance to the Affiliate for up to sixty (60) days, while it investigates and verifies that the relevant transactions comply with the provisions of the terms of the Agreement.

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

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

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

13.11 The Affiliate shall be exclusively responsible for the payment of any and all taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority, department or other competent entity by the Affiliate as a result of the commission generated under this Agreement. The Company shall in no manner whatsoever

be held liable for any amounts unpaid but found to be due by the Affiliate and the Affiliate hereby indemnifies the Company in that regard.

14. Affiliate Networks

14.1 If you are joining the Program in the capacity of an affiliate marketing network, you represent, warrant and undertake that the terms and conditions of your marketing network are at least as restrictive as those set out herein, and that you shall be responsible for all activity undertaken by your affiliates. Thunderpick reserves the right in its sole discretion to request written documentation of your compliance with this clause, and your failure to promptly provide such documentation upon request shall be deemed a material breach of these Terms.

15. Ownership of Player Data

15.1 You acknowledge and agree that Thunderpick exclusive owns all information relating to any referred player and that you have no rights therefor whatsoever except for any information that you may gather independently, outside of your participation in the Program.

15.2 You acknowledge and agree that any data we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers.

16. Account Security

16.1 You are responsible to guard the security of your Program username and password, and may not share your login details with any third party. You shall be solely responsible for all activity occurring under your Affiliate account.

16.2 For mutual benefit, we may require you from time to time to positively verify your account details in order to receive continuing Commissions or to prevent Fraudulent Activity in connection with your account. This verification process may require submission of additional personal documentation proving identity, payment and physical address details.

17. Confidentiality

17.1 During your participation in the Program, we may share with you certain Confidential Information owned by Thunderpick or its licensors. You undertake and agree that you will not use the Confidential Information for any purpose other than to perform under these Terms, and that you will not publish or disclose the Confidential Information to any third party without our express written permission.

18. Anti-Money Laundering; Anti-Bribery

18.1 You undertake and agree that your participation in the Program shall not, directly or indirectly, encourage, benefit from, or be party/privy to, any money laundering or related illegal activities. Thunderpick strictly prohibits, and undertakes efforts to prevent, money-laundering activities and other activities that may facilitate money-laundering or the funding of terrorist or criminal activities in connection with the Program. You hereby agree to provide Thunderpick or its designated agents with all requested assistance and documentation in connection with such efforts, including but not limited to: (a) for individuals, copies of your current: passport, driving licence, utility bill, bank statement, or other documents; or (b) for legal entities, copies of: the company's certificate of incorporation, constitutional documentation, identity of the directors, officers and beneficial owners of the company. You agree that Thunderpick may undertake independent identity verification procedures in its sole discretion which may include procurement of information from public or private sources for identity verification and crime prevention purposes.

18.2 You understand and agree that some jurisdictions where we operate have strict laws on money laundering that may impose an obligation upon us to report you to the federal or local authorities within such jurisdictions if we know, suspect or have reason to suspect, that any transactions in which you are directly, or indirectly, involved, involve funds, derived from illegal activities, or are intended to conceal funds derived from illegal activities or involve the use of the Program to facilitate criminal activity.

18.3 Thunderpick is committed, in accordance with its zero-tolerance for bribery and corruption, to ensure that all of its activities and the activities of all of its Affiliates and business partners comply with all applicable laws and regulations and accord to the highest principles of corporate ethics. Accordingly, in performing your activities under these terms, you undertake to comply with all applicable laws related to the fight against bribery and corruption and shall not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage related to any prospective New Players, "impressions", "clicks", "acquisitions", "installations", "views", "leads", "registrations", payments made under this Agreement or otherwise, except for the current offers made available through the Program.

18.4 If we have any knowledge, belief or suspicion that you are involved in any money laundering or illegal activity and/or that any of your activities do not fully comply with this Anti Bribery and Corruption Policy, Thunderpick shall , in its sole discretion, (a) immediately suspend, deregister or terminate your membership of the Program and (b) refuse to pay you any further Commission.

19. Indemnity

19.1 You shall defend, indemnify, and hold us and our 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 your performance of your duties and obligations under these Terms, or any breach by you of these Terms or any warranty, representation, or agreement contained in these Terms.

19.2 In the event we are subject to any third party claim or investigation as a result of the activities of you in connection with these Terms, we reserve the right to withhold any Commission, fee or other amount due, as an offset against any cost or liability which may attach as a result of such claim or investigation, in addition to any other remedy available to us.

20. Disclaimer of Warranty

20.1 We make no express or implied warranties or representations with respect to the Program, the Marketing Material, the Program Portal, or any Thunderpick Site, including, without limitation, any warranties of fitness, merchantability, legality, non-infringement, or any implied warranties arising out of the course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our site (including any tracking mechanisms) will be uninterrupted or error-free, thus we shall not be liable for the consequences of any such interruptions or errors. We make no guarantees regarding the amount of Commissions that you may generate as a result of your participation in the Program.

21. Limitation of Liability

21.1 Except in the event of: (a) bodily injury or death caused by Thunderpick's negligence, or (b) any liability which cannot be excluded as a matter of law, Thunderpick's total and aggregate liability towards Affiliate or any third party, whether in an action based on contract, tort, warranty or any other legal theory, shall not exceed the amount of fees or Commissions generated by paid to you during the twelve month period prior to the incident giving rise to liability. In no event will Thunderpick be liable toward Affiliate or any third party for any special, indirect, incidental, punitive or consequential damages, including but not limited to damages for loss of profits, business, revenue, or economic advantage.

22. Term and Termination

22.1 These Terms will come into effect upon your submission of your registration to the Program and shall continue until your participation in the Program is terminated for any reason. Either party may terminate this Agreement for convenience at any time, effective upon written notice to the other.

22.2 In the event of termination of these Terms for any reason:

a) all rights and licenses granted to you in these Terms shall immediately terminate;

b) you must immediately cease all marketing activity, distribution of any Marketing Materials and disable any links from your Site to any Thunderpick Site;

c) you must promptly return to us any Confidential information and/or player information, and all copies of same in your possession, custody and control; and

d) for clarification purposes, termination will not exculpate you from any liability arising from any breach of these Terms, that occurred prior to termination.

22.3 In the event we terminate your participation in the Program as a result of a breach of these terms by you, you shall not be entitled to receive any additional Commissions effective on the date of termination. In the event we terminate your participation in the Program as a result of Fraudulent Activity or activities which we believe to be unlawful or in bad faith, we reserve the right to recover any payments previously made to you and seek the recovery of all costs incurred in the investigation of such activities and the closure of your account, in addition to any other rights and remedies available at law.

23. Notices

23.1 Any notice or communication hereunder shall be in writing if sent via e-mail or any other contact channel to the party's designated address. All notices shall be in English, effective upon sending.

a) The designated e-mail address for Thunderpick is: affiliates@thunderpick.com.

b) Your designated e-mail address is the e-mail address provided by you at the time of registration.

24. Sale of Your Account

24.1 If you wish to sell, or otherwise dispose of your Affiliate account to a third party (or conclude any transaction of a similar nature with a third party that will result in an effective change in control over your Affiliate account) you shall be required, prior to completing the sale, disposal or transfer, to:

a) Give us no less than 30 (thirty) days prior written notice of such intention, provide such details as we may request (which shall include, but not be limited to, your Affiliate ID and full details of the intended purchaser, including their banking details and, if they are already an affiliate of the Program, their Affiliate ID) and furnish us with an irrevocable consent and authority to pay the selling affiliate's Commission, after the sale is completed, to the purchaser, in a form acceptable to us in our sole discretion; and

b) Make the deed of sale subject to the suspensive condition that we approve such purchaser as an Affiliate of the Program and that such intended purchaser shall, subject to our approval (at our sole discretion) join the Affiliate Program.

24.2 You agree that we shall have sole discretion to approve or reject any proposed assignment, novation or transfer of your rights under these Terms to any prospective purchaser or third party.

24.3 Any approval of your request to novate or transfer your rights to any third party will terminate your enrolment in the Program on the date of transfer.

24.4 If we reject the intended purchaser as an Affiliate of the Program and you nonetheless decide to proceed with the transaction contemplated above, then we reserve the right to terminate your enrolment in the Program immediately.

25. Relationship of Parties

25.1 You and Thunderpick are independent contractors, and nothing in these Terms will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

25.2 You shall not make any claims, representations, or warranties in connection with us and you shall have no authority to, and shall not, bind us to any obligations, unless we agree in writing to be so bound.

25.3 You agree that you are not, and shall not be treated as, an employee with respect to, as applicable, any Internal Revenue Code, Social Security Act, Federal Unemployment Acts, or other federal, state, or local statute, ordinance, rule, or regulation of any country whatsoever similar in purpose to the aforementioned codes and acts.