

CopyBet UK LTD

**COPYBET**  
**Affiliate Terms and Conditions**

*Updated on 13 June 2023*

This Agreement is between Copybet UK Limited (trading as “**Copybet**” and referred to as “**us**” or “**we**”), and you (“**you**”) and contains the terms and conditions that apply to all participants of the Copybet affiliate Program (“**Affiliate Program**”).

## 1. **AFFILIATE PROGRAM APPLICATION**

- 1.1. To be accepted into our Affiliate Program you will need to complete our online application form and accept these terms and conditions by ticking the box indicating your acceptance to them. It is in our sole discretion as to whether we accept your application. We will notify you by email (using the email address you provided in the online application form) when we have reviewed your application as to whether or not it has been successful. If your application is successful, you will be an “**Affiliate**” for the purpose of this Agreement.
- 1.2. You acknowledge that Copybet is licensed by the Gambling Commission and is bound by licence conditions and codes of practice which aim to meet the licensing objectives set out in Section 1 of the UK Gambling Act 2005 and any prevailing legislation (“**Licensing Objectives**”). You acknowledge that Copybet is also subject to the requirements of any present or future applicable codes of practice of the Committee of Advertising Practice or the Advertising Standards Authority and the Gambling Commission (including the Gambling Commission Licence Conditions and Codes of Practice (“**LCCP**”).
- 1.3. You represent and warrant that you will comply with and act in a manner consistent with the Licensing Objectives and all applicable laws and regulations in the jurisdiction you are operating from and in the jurisdictions in which you make your advertising material available.
- 1.4. You acknowledge and agree that you are not an employee, agent or subcontractor of Copybet or any company in the same group of companies at Copybet.

## 2. **COPYBET’S RIGHTS AND OBLIGATIONS**

- 2.1. We will register your Customers (as defined below) and track their bets and plays in accordance with our [Cookie Policy](#) to calculate the “**Referral Commission**” (which we will calculate and pay to you in accordance with clause 4).
- 2.2. “**Customer(s)**” means a person that:

- 2.2.1. opens a new Copybet account at [www.copybet.com](http://www.copybet.com) (“**Site**”) through one of the unique affiliate codes that we provide to you when you join the Affiliate Program to track the volume of Customers directed to the Site by you;
  - 2.2.2. has had their account details validated and approved by Copybet, including that such individual is verified to be 18 years of age or above;
  - 2.2.3. has not opened an account relating to the relevant Site with Copybet before; and
  - 2.2.4. deposits a minimum of £10 on their first bet which they then use to bet or play on the relevant Site via the unique affiliate code provided to you.
- 2.3. Customers will be required to use the relevant Site in accordance with the terms and conditions of such Site and comply with all applicable laws, rules and regulations.
- 2.4. We reserve the right to refuse new Customers or to suspend or close accounts of existing Customers in order to comply with any legal or regulatory obligations, any requirements Copybet may establish from time to time, where Customers are found to be engaging in or suspected of fraud or where we suspect or find that a Customer has any entitlement to a share of your Referral Commission. Please be aware that we will only permit a third party to set up an account to become a Customer and place bets on the Site if they are based in the United Kingdom.
- 2.5. We may change or replace the terms and conditions in this Agreement at any time in our sole discretion by posting the amended Agreement on the following page: [www.copybet.com/terms-and-conditions](http://www.copybet.com/terms-and-conditions). If you continue taking part in our Affiliate Program after we have posted the amended Agreement, you will be deemed to have accepted the new terms and conditions.
- 2.6. We will be entitled to suspend or terminate this Agreement (and any further payouts of Referral Commission due to you) if you participate in, assist or encourage, either directly or indirectly:
  - 2.6.1. any form of spamming; or
  - 2.6.2. any activity that Copybet considers in its reasonable opinion would be fraudulent, inappropriate or misrepresentative or is contrary to Copybet's internal rules, including compliance with its obligations under the LCCP.

- 2.7. Whilst we make every effort to calculate Referral Commission accurately, we reserve the right to correct any errors made in the Referral Commission paid to you, either by a decrease of a future payout to you or cancelling payouts to you that have been made. If you believe your Referral Commission was calculated incorrectly, you have the right to file a complaint to [affiliates@copybet.com](mailto:affiliates@copybet.com).
- 2.8. We reserve the right to close your account and terminate this Agreement if we consider you are in breach of the terms of this Agreement. If your account becomes inactive (including if you do not log into your account) for six (6) consecutive months, we will notify you that your account will be closed if it remains inactive for a further two (2) weeks from the date we send such notification to you.

### **3. AFFILIATE'S RIGHTS AND OBLIGATIONS**

- 3.1. As an Affiliate under our Affiliate Program, you agree: (1) to maintain the unique affiliate codes that we will provide to you for the purpose of referring potential Customers from your site to Copybet; and (2) that the following methods of advertising may be used in connection with our Affiliate Program: banner advertisements, affiliate links and social media advertisements.
- 3.2. You will only use advertising material that we have provided to you or has been approved by us in writing in respect of referring potential Customers to the Site under this Agreement and is in accordance with any Copybet policies or brand guidelines provided by us to you from time to time. We will not be responsible for any marketing material used by you that we have not approved or that is directed at Customers or potential Customers outside of the UK. You will not change any of the advertising material nor refer to us in any advertising material other than as agreed with us. You will immediately remove any advertising materials that we, in our sole discretion, require you to. You will also ensure at all times that:
- 3.2.1. any significant terms relating to promotions are displayed clearly and prominently, including a link to the full terms and conditions, by way of signpost such as "terms and conditions apply", which is no more than one click away;
- 3.2.2. advertising materials used shall not be directed at persons under the age of 18 years or encourage such persons to use gambling-related services;

- 3.2.3. you comply with all applicable laws, regulations and codes of practice that apply to such advertising materials and activities (including all applicable laws and any applicable advertising and marketing regulations or codes of practice);
- 3.2.4. all advertising materials promote Copybet in a socially conscious way and consider any specific needs to protect children, young people and other vulnerable persons from harm caused by gambling-related services; and
- 3.2.5. all advertising, marketing and promotions directed at potential Customers in the United Kingdom or otherwise under the jurisdiction of the Gambling Commission shall include the wording set out below:
  - 3.2.5.1. “www.begambleaware.org”; and
  - 3.2.5.2. “18+ only”.
- 3.3. On approval of your application to the Affiliate Program, we grant to you a non-exclusive, royalty free, revocable, non-transferable licence during the Term (as defined below) to use our trade marks, trade name, logos and any other designations which we may from time to time approve (“**Copybet IPR**”), in relation to the display of the advertising materials on your site only. On termination of this Agreement, this licence will terminate automatically, and you will immediately cease use of all Copybet IPR. You will not sub-license, transfer or assign these rights.
- 3.4. You agree that you will not register or attempt to register any trade mark, logo, domain name, design, social media account which includes Copybet IPR, or are confusing similar to Copybet IPR. You shall not contest the validity, ownership or enforceability of any of the Copybet IPR in any action or proceeding of whatever kind or nature and shall not take any action that may prejudice Copybet or any of the Site or diminish Copybet’s goodwill or reputation. You will notify us immediately if you become aware of a third party misusing the Copybet IPR.
- 3.5. You will not register or use any keywords, search terms or other identifiers for use in any search engine, sponsored advertising service, portal or other search or referral service which are the same as or similar to any Copybet IPR.
- 3.6. You acknowledge that this Agreement is non-exclusive.
- 3.7. You must refer a minimum of ten (10) Customers within the first three (3) months of joining the Affiliate Program (“**Initial Minimum Referral Commitment**”). If you do not meet the Initial Minimum Referral Commitment, we may close your account and

terminate this Agreement without any liability to you. Following your first three (3) months of participating in the Affiliate Program, you must refer a minimum of ten (10) Customers during any period of three (3) consecutive months during the Affiliate Program (“**Ongoing Minimum Referral Commitment**”). If you do not meet the Ongoing Minimum Referral Commitment, we have the right, in our sole discretion, to close your account and terminate this Agreement (without any liability to you) or reduce your Referral Commission. We will notify you if we choose to take the abovementioned actions in relation to your account.

- 3.8. You will not receive any advantage from any traffic either known or suspected to have been generated in bad faith, irrespective of whether it causes us damage. If we reasonably believe you have done so, we reserve the right to retain all amounts due to you under this Agreement, as well as suspend or terminate this Agreement.
- 3.9. You will be solely responsible for the maintenance, operation and development of your site and you will ensure that all materials on your site: (1) do not infringe the rights of Copybet or any third party; (2) are not libelous or illegal; and (3) are original and owned by or licensed to you and that the ‘look and feel’ of your site is not similar to any of the Site. If we notify you that any such material is in breach of the provisions above or we, in our sole discretion, consider the material unsuitable, you will remove the relevant material immediately.
- 3.10. You shall not make an application to the Affiliate Program on behalf of others. You are only permitted to have one (1) affiliate account and we reserve the right to block any associated accounts and cancel any Referral Commission payable to these accounts.
- 3.11. You will not create any affiliation between your site and the Site. You will make it clear in any communications with potential Customers that your communications are sent independently from us and without our knowledge and that any complaint in relation to such communication should be sent to you and not Copybet.
- 3.12. You shall continue to promote Copybet on your site during the Term of this Agreement by displaying the most up-to-date unique affiliate codes provided by us and you shall not change the location or format of the codes without our prior agreement. If your promotion of Copybet decreases and we receive less Customers from you, we reserve the right to adjust any payments we are due to make to you accordingly.
- 3.13. You must ensure that at all times:

- 3.13.1. free to play games are only displayed to potential Customers that have been age-verified;
- 3.13.2. you provide us with evidence that you are using age-gating when using social media channels in connection with your obligations under this Agreement; and
- 3.13.3. you do not encourage the appeal of our services to minors and vulnerable people.

#### 4. REMUNERATION

- 4.1. You will earn Referral Commission, which shall be calculated as a percentage of Net Revenue as agreed between you and us. “**Net Revenue**” is defined as the gross revenue received by Copybet from the Customer per transaction relating to Copybet’s online sports betting and gaming products, less (i) any bonuses paid to Customers; (ii) any VAT or other tax, and after any deduction of any rebate or adjustment allowed in relation to the applicable transaction; (iii)\_any service fees, processing fees or other charges (including in relation to credit card transactions) that Copybet is required to pay in relation to that transaction; (iv) any “**Chargebacks**”, which shall include but not be limited to any credit card transactions which the relevant credit card company cannot collect because a transaction has been revoked or otherwise remains incomplete; (v) any winnings paid to the Customer; and (vi) any other compensation, refunds or credit given to the Customer.
- 4.2. We reserve the right to change the Referral Commission and the way that we calculate the same.
- 4.3. Referral Commission will only be payable where revenue has been received by Copybet in respect of a Customer transaction and any negative balances in your account will be set off against any future Referral Commission.
- 4.4. All Referral Commission will be paid in the currency agreed with you. If conversion of currency is required, this will be made according to the Copybet platform exchange rates. You accept the risk of possible losses due to the rounding of exchange rates during balance operations within your wallet within your Copybet account.
- 4.5. The minimum amount of Referral Commission that we will payout to you or that you can withdraw per month is £100 (or the equivalent of this amount in the currency you have chosen to be paid in). If your account balance is less than £100 on the date of payout, the amount will be carried forward to the payout for the next month.
- 4.6. We will make payment of any Referral Commission to you as requested by you on registration to the Affiliate Program, either by bank transfer or to your Copybet account.

Subject to clause 4.5, Referral Commission for the current calendar month will be paid to you within thirty (30) days of the end of the calendar month to which the Referral Commission relates.

- 4.7. You are fully responsible for all taxes, fees and other costs related to and arising from any payments made to it under this Agreement, including for any tax payable on your Referral Commission. If we are required to pay any costs or expenses as a result of any claim by any governmental authority with regard to your tax obligations, we may withhold or set-off any such amounts from any Referral Commission due to you.
- 4.8. We will provide you with reports in the “Affiliate Program” section of your account, which will set out descriptions of recently attracted Customers and the amount of Referral Commission received.

## **5. TERM AND TERMINATION**

- 5.1. This Agreement will commence when your application to the Affiliate Program is approved by Copybet and shall continue until either party notifies the other in writing via email that they wish to terminate the Agreement, in which case the Agreement will be terminated immediately (“**Term**”).
- 5.2. In addition to its other termination rights under this Agreement, Copybet may immediately terminate this Agreement if the Affiliate is found to be in breach of any of its obligations under clauses 3, 9 (Confidentiality) or 10 (Data Protection).
- 5.3. On termination of this Agreement, you must remove all material and any unique affiliate codes that link from your site to our Site and all rights and licences granted to you under this Agreement will cease.

## **6. YOUR WARRANTIES**

- 6.1. You represent and warrant that: (1) you are legally able to enter into this Agreement; (2) you are not under the age of 18; (3) you are solely liable for the content and manner of your advertising material and promotional activities; (4) you comply with the terms of this Agreement and any applicable laws and regulation in connection with this Agreement; and (5) you are not aware of any traffic or activity on or in connection with your site that involves fraudulent or illegal behaviour under any applicable laws or regulations, including but not limited to money laundering.

## **7. INDEMNITIES**



- 7.1. You shall defend, indemnify and hold us, our directors, employees and representatives, harmless from and against any and all liabilities, losses, damages, costs and expenses resulting from or in any connected with: (1) a breach by you of any warranty or representation under this Agreement; (2) a breach by you of any applicable laws or regulations relating to this Agreement; (3) the performance of your rights and obligations under this Agreement; and (4) any act or omission by you that causes Copybet to be in breach of any applicable laws or regulations.

## **8. LIABILITY**

- 8.1. We will not be liable for any indirect, special or consequential damages or loss of any kind (including for the avoidance of doubt, any loss of data, revenue or profits) which arises in connection with this Agreement.
- 8.2. Copybet's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise, arising under or in connection with this Agreement shall not exceed the sum of the Referral Commission paid by Copybet to the Affiliate in the twelve (12) months prior to the date our liability arose.

## **9. CONFIDENTIALITY**

- 9.1. You may receive confidential information relating to the Copybet business, which is either marked as confidential or is confidential by its nature and proprietary to Copybet ("**Confidential Information**"). You agree that you will not disclose Confidential Information to third parties or engage in any unauthorised use of the same without our prior written consent and that you will only use Confidential Information as required by this Agreement. You acknowledge that your obligations under this clause will survive beyond the termination of this Agreement.

## **10. DATA PROTECTION**

- 10.1. You shall at all times comply with and assist Copybet to comply with the requirements of all legislation and regulatory requirements in force relating to the use of personal data, including (without limitation) any applicable data protection, privacy and electronic marketing legislation in force including the Data Protection Act 2018, the General Data Protection Regulation (including the UK GDPR) and the Privacy and Electronic Communications (EC Directive) Regulations 20023, and/or any other related or similar applicable legislation.

## **11. DISCLAIMERS**

11.1. We make no express or implied warranties or representations in relation to the Affiliate Program or any arrangements made with you in connection with this Agreement, including but not limited to with regard to their fitness for any particular purpose, functionality, suitability, legality or non-infringement. We make no representation that our Site will operate without errors or uninterrupted and we will not be liable for any consequences of such interruption or errors.

## **12. GENERAL**

12.1. The relationship between us and you is that of independent contractors. Nothing in this Agreement creates any legal partnership, agency, employment, franchise or similar arrangement between us.

12.2. You agree that this Agreement constitutes the entire agreement between us.

12.3. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

12.4. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12.5. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6. You shall not assign, transfer, subcontract or deal in any other matter with any or all of your rights and obligation under this Agreement without our prior written consent.

12.7. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

12.8. Our delay or failure to exercise any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict our ability to further exercise that or any other right or remedy.

- 12.9. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law. You agree that damages may be inadequate for a breach of this Agreement, and we may seek enforcement or compliance by specific performance, injunction or other equitable remedy.
- 12.10. All notices required under this Agreement must be sent in writing to [affiliates@copybet.com](mailto:affiliates@copybet.com). Any notices sent by us will be deemed effective when the email is sent to the email address you have provided us. Any notices sent by you will be deemed effective when received and read by us with a read receipt requested by way of email to [affiliates@copybet.com](mailto:affiliates@copybet.com).