

# Terms and Conditions

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## 1. Terms and Definitions

**“Accounting Period”** — the period allotted for accumulating and calculating the Affiliate’s profit. The Accounting Period is the first fifteen (15) business days of each calendar month.

**“Agreement”** — means and includes all provisions set forth in this document, the General Terms and Conditions, as well as any other rules and/or guidelines published within the Affiliate Program on the Win2Chill website.

**“Affiliate”** — you, a natural or legal person who registers on the Win2Chill Website, accepts this Agreement, and promotes the Operator’s Websites (Win2Chill) under the Affiliate Program.

**“Affiliate Commission”** — funds accrued under the Revenue Share, CPA, and/or Hybrid payout plans agreed between Win2Chill and the Affiliate.

**“Affiliate Commission Structure”** — any specific commission structure expressly agreed between Win2Chill and the Affiliate.

**“Affiliate Profit”** — the income that the Affiliate receives under any of the Payout Plans offered by Win2Chill, in the given Accounting Period, based on the promotion of the Operator’s Websites and the activity of Referred players directed by the Affiliate to the Operator’s Websites.

**“Affiliate Links”** — hyperlinks from the Affiliate Websites and/or other resources to the Operator’s Websites.

**“Affiliate Program”** — the cooperation between Win2Chill and the Affiliate under which the Affiliate creates Affiliate Links and promotes the Operator’s Websites to potential New Players.

**“Affiliate Services”** — the Affiliate’s promotion of the Operator’s Websites and the creation of Affiliate Links from the Affiliate Websites to the Operator’s Websites.

**“Affiliate Website(s)”** — one or more websites or other online resources maintained and operated by the Affiliate.

**“Branded traffic”** — search traffic for queries representing brand names and leading to a domain/website similar to the Operator’s primary domain/website.

**“Confidential Information”** — any information of commercial or material value to either Party, including, without limitation, financial statements and condition, trade secrets, know-how, prices, business information, products, strategies, databases, information about

New Players, other clients and users of the Win2Chill Website, technologies, marketing plans, and methods of conducting business.

**“General Terms and Conditions”** — the general terms and privacy policies posted on the Operator’s Websites.

**“Intellectual Property Rights”** — any copyrights, patents, trademarks, service marks, inventions, domain names, brands, trade names, rights in computer software, source code, database rights and know-how, design rights, Confidential Information, registrations of the foregoing and/or any other similar rights.

**“Gross Gaming”** — your Players’ stakes minus winnings.

**“Total Net Gaming Revenue”** — all funds received by the Operator from Players in connection with activities on the Operator’s Websites, less the following:

- any chargebacks/refunds initiated by players;
- any bonuses and promotions granted to players;
- amounts paid as transaction fees, calculated as a percentage of total deposits and withdrawals;
- amounts paid to providers, calculated as a percentage of Gross Gaming;
- amounts paid as taxes, calculated as a percentage of Gross Gaming;
- amounts paid as license fees, calculated as a percentage of Gross Gaming.

The foregoing applies solely to amounts generated by Players referred to the Operator’s Websites by the Affiliate. In the event that another product or product group is introduced in the future, Win2Chill reserves the right to use a separate definition of “Net Revenue” for each product.

**“New Player”** — a new customer, referred to the Operator’s Website for the first time by the Affiliate, who has made a first deposit of not less than the minimum deposit set on the Operator’s Website in accordance with the applicable General Terms of the Operator’s Website; excluding the Affiliate themselves, their employees, relatives and/or friends, as well as individuals already present in the Operator’s player database on any of the Operator’s Websites (including cases where a player previously closed an account on the Operator’s Website and opened a new one through an Affiliate Link).

**“New Affiliate”** — an Affiliate who has opened an account in the Affiliate Program and has not yet received their first payment.

**“Operator”** — any entity holding an online gambling license to provide services to end users, with which Win2Chill cooperates.

**“Operator’s Websites”** — any website owned or licensed by the Operator.

**“Parties”** — Win2Chill and the Affiliate (each a “Party”).

**“Payment Date”** — the day on which payment for the corresponding Accounting Period is made. Affiliate payments are processed within the first fifteen (15) business days of the following calendar month (monthly net 30).

**“Payment Plan”** — a Revenue Share plan, CPA plan, Hybrid plan, or any other Payment Plan that may be offered to the Affiliate under the Affiliate Program and specified on the Win2Chill website.

**“Win2Chill Website”** — the website under the domain Win2Chill.com and others.

**“Player”** — a natural or legal person referred by the Affiliate to the Operator’s Website and holding a player account on the Operator’s Website.

## **2. Introduction**

**2.1** Win2Chill is responsible for the Affiliate Program under this Agreement and has the exclusive right to promote the Operator’s brand(s) and website(s).

**2.1.1** The Operator’s website(s) promoted under this Affiliate Program: Win2Chill and others.

By accepting this Agreement and completing the application process, you are entering into a contract with Win2Chill (hereinafter referred to as “Win2Chill” or the “Company”), provided that: (i) you meet the acceptance conditions set forth herein; and (ii) you are approved by Win2Chill.

## **3. Affiliate Acceptance Conditions**

**3.1** Approval or rejection of an application is at the sole discretion of the Company; without written confirmation from the Company, this Agreement shall not be binding on either the Company or any Operator.

**3.2** The Affiliate represents and warrants that:

- they are at least 18 years of age (if a natural person);
- they fully understand and accept the terms of this Agreement;
- they have, and will continue to maintain, the right and authority to enter into the Agreement, grant rights, and perform obligations;
- they are legally capable and duly authorized to enter into legally binding agreements;
- they have obtained, and will maintain, all necessary registrations, permits, consents, and licenses;
- they have provided complete, valid, truthful, and satisfactory information to the Company;
- they understand that the Affiliate’s role is limited to promoting the Operator’s Websites; the Affiliate is not authorized to engage in direct or indirect contact with New, potential, or existing Players regarding activities on the Operator’s Websites or disputes/complaints arising therefrom.

**3.3** In addition, the Company is entitled to:

- request information on each marketing channel and the volume of New Player referrals as often as it deems necessary;
- reject an applicant and/or close or suspend an Affiliate account if necessary to comply with Operator policies and/or protect the interests of the Company and/or the Operator.

**3.4** Players who stream their gameplay on any of the Operator’s Websites and place Affiliate

Links there are considered Affiliates only and cannot be counted as Players referred by other Affiliates.

## **4. Affiliate Rights and Obligations**

**4.1** By registering, the Affiliate accepts and agrees to comply with the terms of this Agreement.

**4.2 Licensing.** The Company grants a non-exclusive, revocable, non-transferable, and royalty-free license to use and promote its brands and the Operator's brands/websites solely for the purposes of this Agreement; such license terminates simultaneously with the termination of the Agreement.

**4.3** The Affiliate undertakes to:

- make every effort to actively and effectively promote the Operator's Websites through the agreed channels;
- keep Operator's news, offers, and promotions up to date;
- promote and refer potential Players at their own risk and expense, being responsible for the distribution, content, legality, and methods of their marketing activities;
- use only the Affiliate Link provided under the program; otherwise, accurate registration/accounting of sales is not guaranteed;
- not alter marketing materials without Win2Chill's prior written consent;
- be responsible for the development, operation, and maintenance of the Affiliate Websites and all content published thereon.

**4.4** The Affiliate represents and warrants that they:

- will not target individuals under the legal age;
- will not use domains containing Win2Chill in email campaigns;
- will not generate traffic in any illegal or fraudulent way (e.g., spam; registering/depositing through their own links on behalf of themselves/relatives/friends/employees, etc. — considered fraud);
- will not create confusion between the Affiliate Websites and the Operator's/Win2Chill's websites;
- will not send direct marketing communications to Players who are self-excluded with the Operator;
- will not publish misleading information;
- will not use the trademarks of Win2Chill or the Operator other than in the provided materials or without prior written consent;
- will not act offensively or in any manner that may harm the reputation of the Operator or Win2Chill.

## **5. Company Rights and Obligations**

**5.1–5.4** Win2Chill provides information and promotional materials, administers traffic via Affiliate Links, records Net Gaming Revenue and Affiliate Profit, provides statistics, and makes payments in accordance with the terms of the Agreement.

**5.5** Win2Chill/Operator has the right to refuse player registration, suspend, or close player accounts.

**5.6–5.7** The Affiliate’s and/or their employees’ personal data may be collected and used for the purposes of fulfilling the Agreement and/or legal obligations; the Company has the right to request information for due diligence.

**5.8 Account freeze/closure.** If a violation is suspected, the account may be suspended and payments frozen for the duration of an investigation; if a violation is confirmed, profits may be withheld. The Company also reserves the right to:

- close the account to protect its and/or the Operator’s interests;
- terminate the Agreement for aggressive or offensive communication;
- terminate the Agreement if the NGR does not cover the cost of maintenance;
- initiate internal checks of player accounts in cooperation with the Operator.

## **6. Operational Rules**

**6.1** The use of the Internet and compliance with this Agreement is at the Affiliate’s own risk; the availability of the Operator’s Websites is not guaranteed.

**6.2** During the term of this Agreement, Affiliate Links must be prominently placed on the Affiliate Websites.

**6.3** Data protection and privacy regulations must be observed at all times.

**6.4** Win2Chill has the right to monitor the Affiliate Websites; the Affiliate is obliged to provide the necessary data for such monitoring.

**6.5** It is prohibited to copy the design of the Operator’s Websites to the extent that it causes confusion for the purpose of obtaining branded traffic.

**6.6** At Win2Chill’s request, the Affiliate must immediately remove any promotional material that violates advertising/marketing rules.

## **7. Intellectual Property Rights**

**7.1** Ownership of copyrights and other intellectual property rights in the designated brands/websites belongs to the Company; the Affiliate has no ownership rights or claims thereto.

**7.2** The Parties shall refrain from actions that diminish or infringe upon the exclusive rights of the other Party; in the event of unauthorized use by third parties, they shall promptly notify one another.

**7.3** The Affiliate undertakes to indemnify and hold Win2Chill harmless against any claims related to the infringement of third-party rights; the Affiliate confirms that the resources used are free from unauthorized content. Disputes between Affiliates regarding alleged IP infringements will not be handled by Win2Chill and must be resolved directly between the Affiliates.

## **8. Confidentiality**

**8.1** During the term of this Agreement and for three (3) years after its termination, the Receiving Party undertakes to:

- (i) not disclose Confidential Information to any third parties;
- (ii) disclose it only to employees/agents/consultants and affiliates on a need-to-know basis and subject to comparable confidentiality obligations;
- (iii) not engage in reverse engineering or decompilation;

(iv) protect the information with due care;  
(v) promptly notify the Disclosing Party of any unauthorized use and take appropriate measures.

**8.2** Disclosure to subcontractors/suppliers is permitted strictly to the extent necessary, provided they have entered into confidentiality obligations and return the information after the completion of their work.

**8.3** The restrictions do not apply to information that:

- a) was already in the recipient's possession and not subject to confidentiality obligations;
- b) became publicly available without fault of the recipient;
- c) was received without restriction from a third party;
- d) was independently developed;
- e) must be disclosed under law, court order, or governmental act (with prior notice to the other Party and minimization of the scope of disclosure).

## **9. Liability and Indemnification**

**9.1** Win2Chill shall not be liable for: economic losses (including loss of profit/revenue/contracts/anticipated savings), indirect or consequential damages, or loss of business reputation/goodwill.

**9.2** The Affiliate undertakes to defend, indemnify, and hold harmless Win2Chill and the Operator, their successors, officers, employees, agents, directors, shareholders, and attorneys from any claims and liabilities, including reasonable legal/expert fees, arising out of:

- breaches of the Affiliate's representations/warranties/obligations;
- the use (or misuse) of Win2Chill's/Operator's materials and intellectual property;
- actions carried out under the Affiliate's account credentials;
- defamatory or unlawful materials on the Affiliate Websites;
- infringements of third-party rights;
- third-party access to Affiliate Websites/data;
- any claims related to links;
- violations of this Agreement or applicable laws.

**9.3** Win2Chill has the right to participate, at its own expense, in the defense of such matters.

## **10. Payments and Commission Structure**

**10.1** The Revenue Share plan applies by default unless otherwise agreed.

**10.2** Win2Chill calculates Affiliate Profit and processes payments within fifteen (15) business days at the beginning of each month, provided that the amount exceeds the minimum threshold of \$/€100. The minimum requirement for the first payment is one (1) FTD.

**10.3** Profit is calculated automatically once per month at the end of the Accounting Period; payments are made on the corresponding Payment Dates. For New Affiliates, Win2Chill may withhold profit for up to three (3) calendar months.

**10.4** If, due to player winnings and/or admin fees and/or cash positions and/or progressive contributions, the balance of Total Net Gaming Revenue is negative, it will be set to zero (except as provided in Clause 10.14).

**10.5** If the Affiliate has not provided/confirmed payment details five days before the end of the Accounting Period, failed to provide an invoice on time, enabled "suspend payments," or

not reached the threshold, the balance will be carried forward to the next period and may be adjusted by subsequent accruals.

**10.6** Claims regarding profit must be submitted in writing within 30 days after the end of the relevant Accounting Period with an explanation of reasons; otherwise, the amount is deemed irrevocably accepted.

**10.7** In case of an error in calculations, Win2Chill may correct it by promptly paying any underpayment or reclaiming any overpayment.

**10.8** Win2Chill may withhold payments for up to 180 days to verify that transactions comply with the Agreement.

**10.9** Payments will not be made if Win2Chill believes that traffic is unlawful or violates the Agreement.

**10.10** The Affiliate agrees to return all commissions for traffic that breaches the Agreement and to reimburse related costs.

**10.11** The Affiliate is solely responsible for paying all taxes/fees, both local and foreign, on compensation under this Agreement. Win2Chill bears no responsibility for failure to pay such amounts.

**10.12** Payments may be additionally delayed for up to 15 business days with notice to the Affiliate.

**10.13 Commission Structure.** Under the Revenue Share plan, commissions are credited daily as a percentage of Total Net Gaming Revenue.

**10.14 No Negative CarryOver.** The minimum threshold for balance reset is 5 FTDs in the relevant period. If the cumulative winnings of a single player result in a negative balance of more than \$5,000 for the Affiliate in a given month, that player will be isolated and will not generate TNR until the negative balance is fully covered.

**10.15 CPA Plan.** Profit is based on CPA rates — a one-time payment for each New Player who has not previously had an account on the Operator's Websites, who arrived via the Affiliate's link, correctly registered, and made two real deposits. The CPA rate is agreed individually (including by GEO). No additional payments beyond the one-time payment apply.

**10.16 Baseline by GEO.** For certain GEOs, a baseline threshold applies — its amount depends on GEO, traffic quality, and player value. If the first deposit is below the baseline, but within the next 30 days cumulative deposits reach \$/€20 or another specifically agreed threshold, the profit will be credited.

**10.17 Hold Period.** New Players under the CPA plan who show no activity (including a second deposit, ID verification, actual gameplay) will be placed "on hold" for 30 days (which may be extended up to 90 days at Win2Chill's discretion).

**10.18 CPA Withholding.** Profit is withheld for players who: commit or attempt fraud against the Operator; are problem gamblers; closed their account before payout; already had an account on any Operator's website; made only a single deposit; failed to provide required documents; or originated from a GEO not specified by the Affiliate.

**10.19 CPA Activity Suspension.** CPA activity may be suspended without payment if: the Affiliate engages in fraud/spam/deposits with IP masking, VPN/Proxy/TOR, etc.; or continues driving traffic after Win2Chill has requested a suspension.

**10.20 Traffic Limits.** If traffic limits (number of New Players) are agreed and the Affiliate exceeds them, Win2Chill has the right to carry over the profit from "over-limit" players to the next period or not pay it at all, and such players will not be transferred to a Revenue Share plan.

**10.21 Retroactive Adjustment.** The Program may retroactively change CPA to Revenue Share

due to unsatisfactory traffic quality.

**10.22 Moderation.** Moderation and approval of New Players takes place according to the payment schedule — after the Accounting Period has closed and before the Payment Date.

**10.23 Hybrid Plan.** A combination of Revenue Share and CPA, managed and calculated according to the respective terms.

## 11. Term and Termination

**11.1** Either Party may terminate this Agreement by giving ten (10) days' written notice (including by email).

**11.2** Upon termination:

- the Affiliate shall remove all references to Win2Chill and the Operator's Websites from the Affiliate Websites and communications;
- all rights granted to the Affiliate shall immediately cease; the use of any trademarks/logos, etc. shall be discontinued;
- the Affiliate shall be entitled only to commissions earned but not yet paid as of the termination date; the Company may withhold the final payment for a reasonable period to ensure accurate calculation; no commissions will accrue after the termination date;
- if termination is due to the Affiliate's breach of the Agreement, the Company may withhold earned but unpaid commissions as security;
- the Affiliate shall return to the Company all Confidential Information (including copies/derivatives);
- the Affiliate shall release the Company from obligations/liabilities arising after the termination date, except for those which by their nature survive termination; termination does not relieve liability for breaches occurring prior to termination and/or for breaches of confidentiality, even if they occur after termination.

## 12. Miscellaneous

**12.1 Relationship of the Parties.** Nothing in this Agreement or in the Parties' conduct creates an employer/agent/representative relationship, partnership, joint venture, association, or syndicate, nor does it grant either Party the right to bind the other.

**12.2 Changes.** Win2Chill may, at any time and at its sole discretion, amend or supplement these terms with or without notice. Where necessary, notice will be sent to the Affiliate's email address and will be deemed delivered upon dispatch. Continued participation in the Program constitutes acceptance of the new terms.

**12.3 Severability.** Each provision shall be construed independently; if any provision is found illegal/invalid/unenforceable, the remaining provisions shall continue in full force and effect.

**12.4 Notices.** Notices from Win2Chill are sent by email to the Affiliate Account Manager's address (unless otherwise specified). We send notices to the email address provided by the Affiliate upon registration on the Win2Chill Website.

**12.5 No Waiver.** Win2Chill's failure to exercise any right to require compliance with the terms shall not be deemed a waiver of such right.

**12.6 Force Majeure.** Neither Party shall be liable for delays or failures in performance due to circumstances beyond reasonable control (including strikes, disasters, acts of terrorism, communication failures, etc.). If such an event lasts more than 30 days, either Party may

terminate this Agreement immediately by written notice.