



FRIENDS OF CAIBO: TERMS & CONDITIONS

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CAIBO is operated by Familypot BV (License Holder issued by Antillephone #8048/JAZ), a company based at Fransche Bloemweg 4 Willemstad, 149948, Curacao and by FifthStreet Tech Ltd, a company registered in Cyprus and having its registered address at Voukourestiou, 25, Neptune House, 1st floor, Flat/Office 11, Zakaki, 3045, Limassol, Cyprus. Familypot B.V. is a wholly owned subsidiary of FifthStreet Tech Ltd, whereby the latter provides management, payment and support services related to the operation of the website.

This document (the Affiliate Agreement or Agreement) sets out the terms and conditions agreed between:

Caibo Entertainment Ltd (together with its operational websites including, but not limited to caibo.fun and friendsofcaibo.com, hereinafter Company or CAIBO), a company duly registered under the laws of Cyprus and **the person/company** set out on the relevant application form (hereinafter the "Affiliate"), enabling the Affiliate to join and become a member of the CAIBO Affiliate Program, the Friends of Caibo ("Program"). CAIBO and the Affiliate may in this Agreement hereinafter jointly be referred to as "Parties" .

By completing the Program application and clicking "I agree to the Terms and Conditions" (the "Terms") within the registration form, the Affiliate hereby agree to abide by all the terms and conditions set out in CAIBO site and agree to:

- a) Participate in the Affiliate Program
- b) Use of the CAIBO websites and/or marketing tools
- c) The condition that the acceptance of any Affiliate commissions from CAIBO website confirms your irrevocable acceptance of this Agreement, its Terms & Conditions and any modifications thereto.



- d) Not to allow the targeting of any jurisdiction where gambling and/or the promotion thereof is prohibited.

Therefor the Affiliate shall be obliged to continuously comply with the terms of CAIBO as well as to comply with the General Terms and Conditions and Privacy Policy of CAIBO, as well as with any other rules and/or guidelines brought forward from time to time. The Agreement between the Company and the Affiliate enters into effect on the date the Program application is approved by us.

1. CAIBO RESPONSIBILITIES AND OBLIGATIONS

1.1. Register your customers

CAIBO will register the Affiliate customers and track their transactions. CAIBO reserve the right to refuse customers (or to close/block their accounts) if necessary to comply with any requirements we may periodically establish. "Customer " means visitors who joins our customer database (by way of registering at CAIBO) after arriving at the applicable site via one of the Affiliate click-through URLs, which will be provided when you join. By opening an account with us, they will become our customers and, accordingly, all of our rules, policies, and operating procedures will apply to them.

CAIBO will track the Affiliate customers' bets, turnover, and revenue, and making this real-time data available to you through our CAIBO affiliates interface.

1.2. Referral Commission

CAIBO will pay you referral commission ("Referral Commission") based on Net Gaming Revenue generated by your Customers;

- 30% commission paid on Net Gaming Revenue generated across our sportsbook, casino, and live casino



- earnings calculated as Bets – Wins – Bonuses – Payment Fees
(meaning; Bets less Wins less Bonuses less Payment Fees)

Commission is calculated and credited to or debited from your affiliate account in real time, at the time each bet is settled. At month end your account balance will be reset, why negative account balances will not rollover.

CAIBO reserves the right to use an individual definition for each product and amend the calculation at its own discretion.

1.3. Commission payments

Commission payable is calculated at the end of each month, is paid once every 30 days on the 10th day in the subsequent month. All commission payments will be made in the Affiliate desired currency.

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.

If the Affiliate disagrees with the balance due as reported, it shall within a period of seven (7) days, send an email to the Company to affiliates@friendsofcaibo.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.



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.

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

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.

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.

1.4. License to use Marks

CAIBO hereby grant to the Affiliate a non-exclusive, non-transferable license, during the term of this Agreement, to use our trade name, trade marks, service marks, logos and any other designations ("Marks"), which we may from time to time approve solely in connection with the display of the promotional materials on your site. This license cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the Marks is limited to and arises only out of this license.

1.5. Agency appointment

By this Agreement, CAIBO grant the Affiliate the non-exclusive, non-assignable, right to direct Customers to any of our sites in accordance with the terms and conditions of this Agreement. This Agreement does not grant the Affiliate an exclusive right or privilege to assist us in the



provision of services arising from its referrals, and we intend to contract with and obtain the assistance of others at any time to perform services of the same or similar nature as the Affiliates. The Affiliate shall have no claim to Referral Commission or other compensation on business secured by or through persons or entities other than the Affiliate.

1.6. Modification

CAIBO may modify any of the terms and conditions contained in this Agreement or replace it at any time and in our sole discretion by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available Referral Commissions and Affiliate program rules. If any modification is unacceptable to the Affiliate, its way of recourse is to terminate this Agreement. Your continued participation in our Program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the modification or of the new agreement.

2. THE AFFILIATE RESPONSIBILITIES AND OBLIGATIONS

2.1. Warrants

The Affiliate hereby warrants:

- a) To use its best efforts to actively and effectively advertise, market and promote CAIBO as widely as possible in order to maximize the benefit to the parties and to abide by the guidelines of the Company as they may be brought forward from time to time and/or as being published online.
- b) To market and refer potential players to CAIBO at its own cost and expense. The Affiliate will be solely responsible for the distribution, content, and manners of its marketing activities. All of the Affiliate's marketing activities must be professional, proper and lawful under applicable laws and must be in accordance with the Agreement.



- c) To use only the tracking link provided within the scope of the Program, otherwise, no guarantee whatsoever can be given for proper registration and sales accounting by the Company. Also, not to change or modify in any way any link or marketing material without prior written authorization from CAIBO.
- d) To be responsible for the development, operation, and maintenance of its Affiliate website as well as for all material appearing on its Affiliate website.
- e) That it will not perform any act which is libelous, discriminatory, obscene, unlawful or otherwise unsuitable or which contains sexually explicit, pornographic, obscene or graphically violent materials.
- f) That it will not actively target any person who is under the legal age for gambling.
- g) That it will not actively target any jurisdiction where gambling and the promotion thereof is illegal.
- h) That it will not generate traffic to CAIBO by illegal or fraudulent activity, particularly but not limited to:
 - I. Sending spam.
 - II. Incorrect meta tags.
 - III. Registering as a player or making deposits directly or indirectly to any Affiliate Account through his/her tracker(s) for their own personal use and/or the use of its relatives, friends, employees or other third parties, or in any other way attempt to artificially increase the commission payable or to otherwise defraud the Company. Violation of this provision shall be deemed to be fraud.
- i) That it will not present its Affiliate website in such a way that it might evoke any risk of confusion with the Company and or

convey the impression that the Affiliate Website of the contracting party is partly or fully originated with the Company.

- j) Without prejudice to the marketing material as may be forwarded by the Company and/or made available online through the Program the Affiliate may not use CAIBO or other terms, trademarks and other intellectual property rights that are vested in the Company unless the Company consents to such use in writing.
- k) That it will not purchase any domains that include any names, words and phrases that are or can be deemed to form part of CAIBO or bidding on any keywords or keyword phrases that include, any names, words and phrases that are or can be deemed to form part of CAIBO in any format in any pay per click (PPC) search engine.

2.2. Qualifying Conditions

The Affiliate hereby warrants that he/she:

- a) Is of legal age in the applicable jurisdiction in order to agree to and to enter into the Agreement.
- b) Is competent and duly authorized to enter into binding Agreements.
- c) Is the proprietor of all rights, licenses, and permits to market, promote and advertise CAIBO in accordance with the provisions of the Agreement.
- d) Will comply with all applicable rules, laws, and regulations in correlation with the promotion of CAIBO
- e) Fully understands and accepts the terms of the Agreement.

2.3. Approved layouts

The Affiliate may only use our approved advertising creative (banners, html mailers, editorial columns, images and logos) and will not alter their appearance nor refer to us in any promotional materials other than those that are available from CAIBO

2.4. Good faith

The Affiliate may not knowingly benefit from known or suspected traffic not generated in good faith whether or not it actually causes us damage. We reserve the right to retain all amounts otherwise due under this Agreement if we have reasonable cause to believe of such traffic.

We reserve the right to withhold affiliate payments and/or suspend or close accounts where affiliated customers are found to be abusing any CAIBO offers or promotions. Such situations include but not be limited to different customers betting both sides of an event or market so as to limit risk and claim bonuses.

2.5. Responsibility for your site

The Affiliate is solely responsible for the development, operation, and maintenance of its sites and for all materials that appear on its site. For example, the Affiliate is solely responsible for ensuring that materials posted on its sites are not libelous or otherwise illegal. CAIBO disclaim all liability for these matters. Further, the Affiliate will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, legal fees) arising directly or indirectly out of the development, operation, maintenance, and contents of the Affiliate sites.

The Program is intended for your direct participation. The Affiliate shall not open affiliate accounts on behalf of other participants. Opening an affiliate account for a third party, brokering an affiliate account or the transfer of an affiliate account is not accepted. Affiliates wishing to transfer an account to another beneficial account owner must request permission to do so by contacting us at affiliates@friendsofcaibo.com. Approval is solely at the Company discretion.

2.6. Data Protection



You shall at all times comply with the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other related or similar legislation.

3. INTELLECTUAL PROPERTY

CAIBO grant our Affiliates temporary permission to use Marks provided through the CAIBO sites for the sole purpose of promoting CAIBO through websites and other online and offline media.

The Affiliate may not register any domain name that contains, is confusingly similar to, or is comprised of the term "CAIBO." The Affiliate may not place or advertise links on any website or other medium where the content of the website or medium copies or resembles a CAIBO website in whole or in part, disparages us or otherwise damages our goodwill or reputation.

Furthermore, the Affiliate may not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service that contain, or are confusingly similar to, the term "CAIBO."

4. TERM & TERMINATION

The term of this agreement will begin upon application to create an affiliate account being successfully received by CAIBO, and will continue until either party notifies the other that it wishes to terminate the relationship. Termination is at will, with or without reason, by either party. For purposes of notification of termination, delivery via e-mail is considered an immediate form of notification.

Upon termination the Affiliate must remove all of the CAIBO banners/icons from the Affiliate sites and disable all links to CAIBO. Furthermore, the Affiliate must return any confidential information and all copies of it in possession.



CAIBO may terminate this relationship if determined (in our sole discretion) that the Affiliate site is unsuitable. Unsuitable sites include, but are not limited to, those that: are aimed at children, display pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or violate intellectual property rights or breach any relevant advertising regulations or codes of practice.

CAIBO reserves its right to terminate this Agreement if there is any form of spamming or if the Affiliate advertise our services in any other way than agreed in this Agreement. The Affiliate shall not make any claims or representations, or give any warranties, in connection with us and the Affiliate shall have no authority to, and shall not, bind us to any obligations.

5. INDEMNIFICATION

The Parties shall indemnify and hold our clients, their 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: the performance of duties and obligations under this agreement; negligence; or any injury caused directly or indirectly by negligent or intentional acts or omissions, or the unauthorized use of our banners and links or this referral program.

6. CONFIDENTIALITY

During the term of this agreement, the Parties may be entrusted with confidential information relating to respective business, operations, or underlying technology and/or the affiliate program (including, for example, referral commissions earned by you under the affiliate program). The Parties agree to avoid disclosure or unauthorized use of any such confidential information to third persons or outside parties unless having



prior written consent and that the confidential information only will be used for purposes necessary to further the purposes of this agreement. The obligations with respect to confidential information shall survive the termination of this agreement.

The Parties obliges himself/herself not to use the confidential information for any purpose other than the performance of its obligations under the Agreement.

7. DISCLAIMERS

CAIBO make no express or implied warranties or representations with respect to the affiliate program, about ourselves or the referral commission payment arrangements (including, without limitation, functionality, warranties of fitness, merchantability, legality or non-infringement), and do not express nor imply any warranties arising out of a course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our sites will be uninterrupted or error-free and will not be liable for the consequences if there are any.

8. LIMIT OF LIABILITY

CAIBO 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 will not exceed the total referral commissions paid or payable to you under this Agreement. 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, employees or shareholders. Any liability arising under this Agreement shall be satisfied solely from the referral commission generated and is limited to direct damages.

9. NON WAIVER

Our failure to enforce the Affiliate strict performance of any provision of the Agreement will not constitute a waiver of our right to subsequently enforce such provision of the Agreement. No modifications, additions, deletions or interlineations of the Agreement are permitted or will be recognized by us. None of our employees or agents has any authority to make or to agree to any alterations or modifications to the Agreement or its terms.

10. CHANGES TO THIS AGREEMENT

The Company reserves the right to amend, alter, delete or add to any of the provisions of the Agreement, at any time and at its sole discretion, without giving any advance notice to the Affiliate subject to the terms set out in the Agreement. Any such changes will be published on CAIBO websites.

In case of any discrepancy between the meanings of any translated versions of the Agreement, the English language version shall prevail.

11. GOVERNING LAW & JURISDICTIONS

This Agreement shall be governed and construed in accordance with the laws of Cyprus and any action or dispute relating to the terms of this Agreement must be brought in Cyprus and the Affiliate irrevocable consents to the jurisdictions of the Cyprus law courts.