

Affiliate agreement

Introduction

By accepting the Terms and Conditions set out below you agree to initiate a connection between Luckster.com website and your site/sites, using trackable promotional materials provided by us in return for agreed benefit.

1. SIGNING UP TO THE AFFILIATE PROGRAMME

To become an affiliate of the Luckster.com Affiliates Programme you should register as an affiliate by completing the online application form. The information you provide in your online application form must be genuine and complete in order that it is taken under consideration for approval. We may decide not to accept your request after considering it incomplete, irrelevant or not genuine in any aspect.

Should your application be approved you will be informed about this by an email of confirmation sent to the email address you provided in your application form with a username and a password. The username and the password are yours and you shouldn't provide them by any means to a third party. The username and the password are unique to You and ensure that You will access Your Affiliate panel easily, allowing You to enter Our Banner gallery and decide on a banner of Your choice or use Our reporting tool to track your commission growth.

We may refuse to approve your application to join the affiliate programme.

Luckster.com does not allow employees or persons, related to them, to participate in Luckster.com's Affiliate programme.

2. OUR RIGHTS AND OBLIGATIONS

Always subject to Clause 3.1:

We will register Customers and track their transactions. Once registered the Customer becomes our customer and must accept all our rules, policies and operating procedures.

We will pay you Commission in accordance with Clause 4 below.

We will use our reasonable endeavours to provide you with password protected access to a report in the Affiliate Area shows the Net Revenue of Customers across Our Products.

We will use our reasonable endeavors to: tag the identity of all Visitors; record all bets and stakes made by Customers; record the history of payments of Commission made to you.

IF YOU DECIDE NOT TO ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT DOWNLOAD BANNER CODE, TEXT LINK CODE, PROMOTIONAL COPY OR ANY INFORMATION PERTAINING TO Luckster.com.

We reserve the right to terminate this Agreement if we determine that your site is

unsuitable. Unsuitable sites may include those that: promote sexually explicit materials, are targeted towards children or minors, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, promote illegal activities, or violate intellectual property rights ("IP rights").

As a policy, Luckster.com will not accept an online application for registration as an affiliate if you advertise with Internet Protocol (IP) addresses located in or originating from within the geographical jurisdiction of the U.S, France and Israel.

This Agreement sets all the terms and conditions of membership to the Luckster.com Affiliate Programme. "You", the "affiliate" refers to you, the individual, group or corporate entity registering with us as an affiliate under this Agreement, and will be deemed to include any employees, officers, directors, shareholders, owners, controlling parties and affiliated individuals and entities (and "your" has a corresponding meaning).

3. AFFILIATE RIGHTS AND OBLIGATIONS

1. An affiliate you are allowed to open and run only one affiliate account; odd accounts will be closed at our sole discretion.

As an Affiliate you are responsible for promoting Luckster.com by implementing the advertising, banners and tracking URL's on your websites, e-mails or other communications.

2. You will agree to register and maintain correct and truthful contact information with Luckster.com.

3. You will present only content and topics on your site which are pre-approved in writing by Luckster.com. Content that is deemed unsuitable in Luckster.com's sole discretion will result in the affiliate agreement being terminated immediately. Content is deemed unsuitable in cases where it is aimed at individuals under the age of 18 years.

4. You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site and at your own cost. For example, you will be solely responsible for ensuring that materials posted on your site are not libelous or otherwise illegal or infringe the IP rights of third parties. Since we do not have control over your own site, we disclaim all liability for these matters. Furthermore, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorney's fees) relating to the development, operation, maintenance, and contents of your site. This provision on indemnification is without prejudice to our separate action or claim against you under applicable laws.

5. Affiliation Guidelines.

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

You may not modify or use for any other purpose any IP rights, banners or other creative material supplied by us without the written prior consent of Luckster.com. All copyright or IP rights notices on any material supplied or approved by Luckster.com must remain and not be modified or eliminated.

By agreeing to participate in the Luckster.com Affiliate Programme, you are agreeing to download banners, text or promotional material and place it on your site, utilize it within e-mail, direct marketing using your affiliate URL or print. These methods are the only approved methods by which you may advertise Luckster.com's products and services.

Banners and links may not be placed within unsolicited e-mail, unauthorized newsgroup postings, or chat rooms or through the

use of "bots". Traffic generated illegally will not be counted and may result in the termination of your affiliate account with us.

We will terminate this Agreement immediately if there is any form of spamming on your behalf or if you discredit?Luckster.com?through false advertising, written or uttered words.

Any claims, representations, or warranties in connection with?Luckster.com?are prohibited and are not bind to?Luckster.com?or to any obligations.

Without our prior written approval, you will only use our approved banners and links and will not alter their appearance nor refer to us in any promotional materials. The appearance and syntax of the hypertext transfer links are designed and designated by us and constitute the only authorized and permitted representation of?Luckster.com.

You will not knowingly benefit from known or suspected traffic not generated in good faith whether or not it actually causes?Luckster.com?damage. Should fraudulent activity arise through a person directed to a site via your link, we retain the right to retract the commissions paid to you at any time. Our decision in this regard will be final and no correspondence will be entered into. We reserve the right to retain all amounts due to you under this Agreement if we have reasonable cause to believe that such traffic has been caused with your knowledge. Even if you have not knowingly generated such traffic, we reserve the right to withhold affiliate commissions with respect to such.

Affiliates are prohibited from playing at any of the sports books/ casino/games promoted by?Luckster.com?through their own affiliate link or from the affiliate link of an associate who shares all, or, part of the commission with the affiliate or a third party. This includes any individuals or playing groups from which an Affiliate receives compensation or remuneration from of any kind. In the event of violation of this section,?Luckster.com?and the respective website that has been played with have the right to void all play and eliminate any earned commissions applicable from such play and eliminate the affiliate from our Affiliate Programme terminating this Agreement and void any future play at?Luckster.com.

6. Affiliate Tagging

You are only responsible for directing customers to the?Luckster.com?website.

Only properly tagged customers can be assigned to an affiliate. Should an affiliate tag be improperly inserted into the affiliate site or not properly received by the?Luckster.com?web server the resulting customer registration and transactions will not be assigned to the affiliate. Therefore it is the responsibility of the affiliate to ensure that all links are properly tagged.

4. COMMISSIONS AND PAYMENTS

1. Luckster.com will pay out a commissions, as defined by Luckster.com Affiliate Programme commission structure, provided that you maintain in your account as an affiliate, at least five (5) different Active Wagering Members in any given calendar month.

In cases where there are no new active wagering members within a 6 (six) months period, your account will be terminated at our sole discretion, and all commissions generated during those months will be revoked.

2. Active Wagering Members refers to referrals, which have performed a minimum deposit of 10 EUR or equivalent (for e-wallet deposits), 25 EUR or equivalent (for credit card deposits) and 100 EUR (for bank wires).

3. Commissions will be calculated only at the end of the month and according to the total revenues generated during the given month. Commissions are paid once per month only.

4. Commissionable Earnings are calculated as Luckster.com profit, less charge-back, complimentary money, free money offers and other incentives offered to the customer, derived from at least five (5) active wagering members in a calendar month.

Charge-back: A credit card holder discovers irregular transactions made on his/her Credit/Debit Card, which was not authorized by him/her. The credit card holder then requests his/her bank to reverse these charges. Charge backs relate to fraudulent use by a third party of the credit card holder's card or card number.

Should the player process a charge back, the disputed or charged-back revenue generated by yourself will be forfeited and therefore deducted from the total balance due to you for the current month.

Should this deduction of the accumulated revenue exceed your current amount due, your balance will then revert to a negative balance, and you will have to earn revenue to cover the charge-back before you can start earning revenue again.

Unlike with a player making a big winning, which only lasts one month, a charge back will stay due until the revenue generated by your other players has covered the amount due.

We understand that this might be frustrating to the affiliates, but it has to be made clear that Luckster.com can only pay out a percentage of their profits, not fraudulent revenue.

Complimentary Money, Free Money and Other incentives refer to those amounts credited to the account of customers. As they have not purchased these amounts, Luckster.com cannot pay commissions on these amounts.

5. Should you fail to be entitled to the Commissionable Earnings in accordance with Clauses 4.1, 4.2, and 4.3 above for failure to maintain at least five (5) Active Wagering Members in a given month, you may be given (at Luckster.com's sole discretion) a grace period of two (2) months within which to comply. Upon compliance, your commission for the subject period not exceeding three (3) consecutive months will be consolidated to constitute your commissionable earnings for the same period. (at Luckster.com's sole discretion)

6. Commissionable earnings will be subject to commissions as calculated using the Luckster.com Affiliate Programme commission structure in force from time to time.

7. Negative earnings are carried forward to the next month. Should the affiliate close the month with a positive balance, payment will be issued if it meets the minimum requirements of 100 EUR (for e-wallets and credit cards) and 500 EUR (for bank wires) and commissions will be paid on the positive balance. If an affiliate has a negative balance, he will have to generate enough commissions on the following month, which equals the absolute negative amount plus the minimum requirement of 100 EUR (500 EUR for bank wires), in order to get paid.

8. The Commissionable Earnings of the affiliate calculated based on commission structure will be earned on all transactions that the customer undertakes with the merchant, as long as the affiliate remains a member of this affiliate programme.

5. POLICIES & CONFIDENTIALITY

1. Luckster.com assumes ownership of the customer at point of first contact with the customer. You, as an affiliate, act as a referring agent for Luckster.com. We reserve the right to refuse customers (or to close their accounts) if necessary to comply with any requirements we may periodically establish.

2. By opening an account with a customer, that person or entity will become our Customers and, accordingly, all Client rules, policies, and operating procedures will apply to them.

3. During the term of this Agreement, you may be entrusted with confidential information relating to the business, operations, or underlying technology of our affiliate programme (including, for example, referral fees earned by you under the programme). You agree not to disclose or use the confidential information to third persons or outside parties unless you have our prior written consent and that you will use the confidential information only for purposes necessary to further the purposes of this Agreement. Your obligations with

respect to confidential information will survive the termination of this Agreement.

6. LIMITED LICENSE

1. We hereby grant to you a personal, non-exclusive, non-transferable limited license, during the term of this Agreement, to use our trademarks (licensed, in turn by us, from their owner) solely in connection with the display of the banners on your site.
2. By this Agreement, we grant you the non-exclusive right to direct customers to our sites and services, in accordance with the terms and conditions of this Agreement. This Agreement does not grant you an exclusive right or privilege to assist us in the provision of services arising from your referrals, and we reserve the right to contact with and obtain the assistance from other parties at any time to perform services of the same or similar nature as yours. You will have no claims to referral fees or other compensation on business secured by or through persons or entities other than you.
3. This license cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the trademarks is limited to and arises only out of this license to use the banners. You will not assert the invalidity, unenforceability, or contest the ownership of the trademarks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our or our licensor's rights in the trademarks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
4. We reserve the right to revoke this license at any time and it will be deemed revoked at the termination of this Agreement, for whatsoever reason.

7. LEGAL RESPONSIBILITIES

1. Ownership and content of our sites remain our respective properties and shall not be deemed to have been transferred to the affiliate through any act or omission in respect of the affiliation Agreement.
2. Ownership, content and liability for affiliate sites are the sole responsibility of the affiliate. You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site and at your own cost.
3. You will indemnify and hold us unaccountables from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site. This provision on indemnification is without prejudice to our separate action or claim against you under applicable laws.
4. It is the affiliates' responsibility to follow the correct linking and tagging procedure to ensure new customer tracking and payment.
5. Presentation of our banners & content on affiliate's site is the responsibility of the affiliate. The affiliate must ensure that our content is presented in accordance with our outlines.
6. The affiliate must ensure that any material posted on their site is legal and does not infringe copyright or violate any unlawful rights.
7. We may modify any of the terms and conditions contained in this Agreement, at any

time and it is 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 fees, fee schedules, payment procedures, and referral programme rules. **IF ANY MODIFICATIONS ARE UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAMME FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.**

8. We do not condone Spam!

Any form of Spam will result in your account being placed under review and all funds due will be withheld pending an investigation into your account. Be aware that our clients are liable to incur expenses in dealing with Spam generated mail and these same expenses will be deducted from your account should our client seek recourse. In this instance the amount determined by the relative client will be fair and deemed final and acceptable based on good faith and such amount will be collectable by law and deemed to have been accepted by you as fair and reasonable and as agreed to by registration as an affiliate of?Luckster.com.

Should these expenses not be covered by funds in your account we reserve the right to investigate other alternative means for obtaining payment for example: should your account have generated purchasing accounts we hold the rights to withhold payments of commission for these accounts until the account for damages has been cleared. Should your account not be active and be generating profit through commission payments we reserve the right to demand payments from the account holder.

You and?Luckster.com?are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this paragraph.

8. MISCELLANEOUS

1. Assign-ability and Inurement

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

2. Non-Waiver

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. **NO MODIFICATIONS, ADDITIONS, DELETIONS OR INTERLINEATIONS OF THIS AGREEMENT ARE PERMITTED OR WILL BE RECOGNIZED BY US.** None of our employees, officers or agents may verbally alter, modify or waive any provision of this Agreement.

3. Remedies

Our rights and remedies hereunder shall not be mutually exclusive, i.e., the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. You acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision of this Agreement, the respective rights and obligations of the parties may be enforceable by specific performance, injunction, or other equitable remedy. Nothing contained in this Agreement will limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of this agreement, it being the intent of this provision to make clear that our respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

4. Severability / Waiver

Whenever possible, each provision of this agreement will be interpreted in such a manner as to be effective and valid under applicable law, however; if any provisions of this agreement are held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in

writing to be effective.

9. TERM & TERMINATION

1. The term of this agreement will begin when you download linking code and link it to our site and will be continuous unless and until either party notifies the other in writing that it wishes to terminate the Agreement, in which case this agreement may be terminated immediately. **TERMINATION IS AT WILL, FOR ANY REASON, BY EITHER PARTY.** For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification.

2. In the event of termination of this Agreement:

You must remove?Luckster.com's?banner(s) from your site and disable any links from your site to?Luckster.com.

All rights and licenses given to you in this agreement are immediately terminated.

You will be entitled only to those unpaid referral fees if any earned by you on or prior to the date of termination, save where termination is as a result of your breach of terms of this Agreement, as detailed at 9.2.d below. We may withhold your final payment for a reasonable amount of time to ensure that the correct amount is paid.

If you have failed to fulfill your obligations and responsibilities,?Luckster.com?reserves the right to not pay you the referral fees otherwise owing to you on termination.

We may withhold your final payment for a reasonable amount of time to ensure that the correct amount is paid.

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

You will and are obligated to return to us any confidential information and all copies of it in your possession, custody and control and will cease all uses of any trade names, trademarks, service marks, logos and other designations of the merchants.

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

10. RELATIONSHIP OF PARTIES

You and Luckster.com are independent contractors, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, to contradict anything in this paragraph or be reasonably deemed to contradict this paragraph.

11. INDEMNITY

You hereby agree to indemnify and hold not liable Luckster.com, the entities it represents and affiliates, and Luckster.com directors, officers, employees, agents, shareholders, partners, members and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses (including reasonable attorneys' fees), and costs (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on

any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party,

any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, the development, operation, maintenance and content of your site and products and services offered from your site. any claim related to your site, including, without limitation, content therein not attributable to us.

12. DISCLAIMER

We make no express or implied warranties or representations with respect to the referral programme or referral fee payment arrangements (including, without limitation, their functionality, warranties of fitness, merchantability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

13. LIMITATION OF LIABILITY

We are not liable for any indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this agreement or the referral programme, even if we have been advised of the possibility of such damages. Furthermore, our aggregate liability arising with respect to this agreement and the programme will not exceed the total commissions paid or payable to you under this agreement. Nothing in this agreement is to be construed to provide any rights, remedies or benefits to any person or entity not a party to this agreement. Our obligations under this agreement do not constitute personal obligations of our directors, officers or shareholders. Any liability arising under this agreement shall be satisfied solely from the referral fee generated and is limited to direct damages.

14. INDEPENDENT INVESTIGATION

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THIS AFFILIATE PROGRAMME AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT

15. IN WITNESS WHEREOF

By having read, the terms and conditions, and acknowledging such in the affiliate sign-up form you agree to all the terms and conditions contained herein. Luckster.com reserves the right to withhold payment from any affiliate that violates any of the terms and conditions contained herein.