

## TERMS AND CONDITIONS

In order to apply for the affiliate program, you must read and agree to these Terms and Conditions. If you do not agree with these Terms & Conditions, please do not continue with the application. For more information regarding the NewRetro Affiliate Program, please contact us at [support@NewRetroPartners.com](mailto:support@NewRetroPartners.com) and our specialists will answer all of your questions.

### 1. AGREEMENT

1.1 This document ("Agreement") lists the terms and conditions accepted by NewRetro on the one hand (hereinafter referred to as the "Affiliate Program", "NewRetro", "We", "Us", "Our"). And you on the other hand (hereinafter referred to as "you", "your" or "partner"). With respect to your application to join our affiliate program and promote [www.newretrocasino.com](http://www.newretrocasino.com), and the services provided therein.

1.2 NewRetro reserves the right to update or modify this Agreement. If you cannot agree to the changes, you agree to terminate the Agreement in accordance with the terms and conditions listed in this Agreement. Your use of the affiliate program after changes to these terms and conditions will be deemed your acceptance of these changes.

1.3 In order to join our affiliate program, you must accept these terms and conditions and complete and submit an online application. NewRetro reserves the right to both review and reject your application for the affiliate program. The decision we make is final and not subject to appeal. As soon as we make a decision regarding your application, we will notify you of it via the email you provided during registration. If we are successful in accepting your application, you agree to abide by the terms and conditions listed in this agreement when promoting the NewRetro website and the services provided on it. Once your application is accepted, you will be sent an email with further instructions.

### 2. DEFINITIONS

In this Agreement, only unless the context requires a different interpretation:

"Confidential Information" means all information about us that is private and that we share with you (in any way).

"Net Revenue Generated ('NGR')" means the amount of net revenue NewRetro has received from the players you bring in during the calendar month.

"Net Profit" is calculated monthly and equals the total profit minus (but not limited to): taxes, betting commission, third party payments/gaming fees, financial transaction fees, wagering bonuses, incentives, withholding and deposit refunds, if any.

"Intellectual Property Rights" means any and all patents, trademarks, designs, trade, business and domain names, and company value associated with the foregoing, email addresses, copyrights, including software rights (both source code and end-use) and database rights (in each case, registered or not and any applications for registration and rights to apply for registration in connection with the foregoing), rights to inventions and web formatting scripts (including HTML and XML scripts), know-how, secret

"Referred customers" refers to customers who have not previously registered on our website and who have created a new account with your partner tracking code.

"New player deposit" means a new customer/player who has made the first minimum deposit on the NewRetro Affiliate Program website, where the latter (deposit) is used for transaction transparency in order to establish a normal commercial relationship with the NewRetro Affiliate Program within the business. Client registration and first deposit should not be simultaneous.

"Profit Share" means the percentage the partner earns of the Net Profit earned from the clients he or she brings in.

"Your Website" is the site you claim as your own when you sign up for the affiliate program.

### **3. REFERENCES**

3.1 Links provided to you by NewRetro must be posted and used for the purposes previously agreed by us, you in turn agree not to change the form, location or operation of the links without NewRetro's prior written consent.

3.2 You must make sure that there are no links posted on the pages of your site that are intended for an audience under the age of 18.

3.3 You must first obtain permission from NewRetro before linking to any site other than your own.

3.4 If we determine that your use of the links does not comply with the rules of this agreement, we will be forced to block the links and immediately terminate this agreement without prior notice from us (see Section 13.2)

### **4. CALCULATION OF PROFIT SHARE AND NET PROFIT RECEIVED**

4.1.1 Your profit share is calculated according to the following formula:

**Profit = ((TBMA - TWMA)\*RS) - (TAMD\*0.10)\*RS - (TAMW\*0.5)\*RS - (TABC\*RS)**

RS - % of transaction

TBMA - Total Bet Money Amount

TWMA - Total Win Money Amount

TAMD - Total Amount Money Deposit

TAMW - Total Amount of Money Withdraw

TABC - Total Amount Bonus Complete

Net casino revenue is calculated as: the total amount of all wagers placed by your referred customers minus payouts (calculated by our website), wagering credits, bonuses or promotional offers provided to referred customers, and minus transaction fees, chargebacks, or any other expenses related to referred customers.

We reserve the right, at our discretion, to change the Profit Share and the Net Profit Received and the method of calculation of the Profit Share in accordance with clause 1.2

4.2 Sub-partner commission 10%

Our affiliate program supports sub-affiliates. If we register your friend or colleague as your sub-affiliate, you get 10% of the profits on this sub-affiliate.

### **5. PROHIBITED PRACTICE**

5.1 You may not in any way offer any additional remuneration to customers you refer without NewRetro's prior written consent. If you are found to be in breach of this provision, we may terminate the affiliate agreement and refuse to pay you any further share of the profits earned from your referred clients. (see clause 13.2).

5.2 Neither you nor your immediate family (spouses, partners, parents, children, brothers or sisters) may, under any circumstances, receive any profit share from your account or your family's account.

5.3 You may not modify, redirect, suppress or replace in any way the operation of any buttons, links or other interactive material presented on the NewRetro Site.

5.4 You may not attempt to artificially increase NewRetro's payout amounts.

5.5 You agree to comply with the Data Protection Act 1998 as well as the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other relevant or similar legislation.

5.6 In case of damage to the reputation of NewRetro, the company reserves the right to close the account of the partner causing the damage.

5.7 Forbidden Jurisdictions NewRetro: United States of America

5.8 The use of the design, as well as the brand "NewRetroCasino" in the domains 1,2,3,4, etc. levels is prohibited. In the case of detection of this practice without our consent, all earnings will be cancelled and the account will be blocked.

5.9 If you plan to attract branded traffic and notify us in advance, we pay a 30% commission.

5.9.1 It is considered a prohibited practice to replace the links of NewRetro Casino with another brand. That is, the links leading from NewRetro reviews, with NewRetro logos in the ranking should always lead exactly to NewRetro and to no other brand. Detection of this practice entails the cancellation of affiliate profit.

## **6. NewRetro's DUTIES**

6.1 NewRetro agrees to provide you with links to put them on your site, and may periodically update these links.

6.2 NewRetro undertakes to use its best efforts to ensure that the Referred Client who registers an account by clicking on the Affiliate Link with a unique tracking code attached to it, is always identified as a client coming from Your website. However, NewRetro will not be liable to you in the event that the customer cannot be identified as coming from your website.

## **7. PAYOUTS AND RULES FOR USING THE RIOBET AFFILIATE PROGRAM**

7.1 Your affiliate funds will be credited to your NewRetro Affiliate Program account.

7.2 Payments are calculated on the 1st-15th day of each calendar month.

7.3 The minimum amount of monthly payments on the affiliate program is 20\$. In case the share of profit does not exceed 20\$, NewRetro has the right to deduct the given sum in the account of that calendar month at the end of which the share of profit will exceed 20\$. The payment will be made when \$20 is reached or exceeded. In order to avoid any misunderstandings, funds will be credited to your account only if the positive balance exceeds ten euros in any month.

**7.4 In case of a negative balance of the partner's profit share for a certain month, this negative amount is written off at the end of the month and is not carried over to the next month.**

7.5 NewRetro agrees to provide you with reports, which you can view on your personal affiliate page by logging into NewRetroPartners.com, detailing your Referred Clients as well as your share of the Net Profit earned.

7.6 NewRetro reserves the right not to pay remuneration under the CPA model to partners who bring fake players, creating multiaccounts.

7.7 Partners of NewRetro have no right to open personal accounts at NewRetroCasino. Upon detection of this fact, personal accounts of the Partner and the players he attracted will be blocked, the funds will be deducted from these accounts in favor of the casino.

7.8 NewRetro has the right to require correct and up-to-date information in reviews of its projects on partner sites. If outdated or incorrect information is indicated, NewRetro reserves the right to suspend cooperation with the partner.

7.9 NewRetro affiliates are not allowed to attract new customers using spam and schemes.

7.10. NewRetro has the right at any time to request information about the sources of partner traffic. If the partner fails to provide information about the sources where the partner is advertising the casino, NewRetro reserves the right to withhold payments until the traffic sources are provided.

7.11 By participating in the NewRetro Affiliate Program, the partner agrees that these terms and conditions may be changed without prior notice to the partner.

## **8. INTELLECTUAL PROPERTY**

8.1 NewRetro grants to You a non-exclusive and worldwide license to display branded information and related content ("NewRetro Content") for the sole purpose of displaying on Your Website the links provided to You in accordance with the Terms and Conditions set out in this Agreement and the principles of NewRetro, which (links) will be provided to You from time to time. All intellectual property rights and any value, for these links and the betting products, related systems and software associated with the services provided by NewRetro to its customers from time to time, remain the property of NewRetro. You may not modify or convert NewRetro Content in any way without obtaining prior written consent from NewRetro.

8.2 You acknowledge and agree that your website must not in any way resemble or misleadingly imply that your website is NewRetro's website (or any part thereof).

## **9. WARRANTIES**

9.1 Each party to this Agreement warrants to the other that it has and shall have full power and authority to enter into this Agreement and to grant to the other the rights and licenses set forth in this Agreement and to perform all of its obligations under this Agreement throughout the term of this Agreement.

9.2 You represent and warrant that you have all valid and necessary registrations, permits, approvals and licenses to perform your duties under this Agreement.

## **10. GUARANTEE OF INDEMNIFICATION**

You ("Indemnified Party") agree to indemnify and hold NewRetro and each of its officers harmless on demand. and officers, directors, employees, agents, shareholders or partners ("Indemnified Party") for any losses, claims, damages, losses, costs, expenses (including but not limited to the foregoing, consequential costs and loss of profit, reasonable legal costs, expenses and VAT associated therewith) and debts directly or indirectly imposed on the Guaranteed Party by reason of the breach, non-performance or non-compliance by the Indemnifying Party with any obligations or warranties contained in this Agreement.

## **11. DISCLAIMER OF LIABILITY**

11.1 We do not guarantee that the operation of the NewRetro site will be uninterrupted or error-free, nor do we accept any responsibility for the consequences of any network failures or errors.

11.2 Nothing in this Section 12.2 shall limit NewRetro's liability for death, personal injury or fraud caused by NewRetro's negligence.

11.3 NewRetro shall not be liable, by contract or tort (including, but not limited to, negligence) or any other cause, for: loss of profits, revenue, contracts, business or anticipated savings; or loss of goodwill; or any indirect or direct damages, whether or not such damages were considered by the parties at the time this Agreement was executed or with any other provision of this Agreement.

11.4 NewRetro's liability for any event shall not exceed the total amount of payments received by You from NewRetro during the six months preceding the date of the liability.

## **12. SOURCE**

12.1 This Agreement will be effective when we notify you that your application has been successfully processed in accordance with paragraph 1. This Agreement shall be deemed valid unless and until terminated by either party with at least 30 days prior written notice. On our part,

cooperation can be terminated in case of 7.9, attracting branded traffic without prior notice and receiving full commission for it, fraud, unresolved conflicts with other affiliates.

12.2 In the event that You breach the obligations under this Agreement, NewRetro has the right to terminate this Agreement immediately; and to stop paying You commissions from Customers You refer by notifying You in writing.

### **13. GENERAL**

13.1 This Agreement contains the entire scope of the agreements and terms between the parties and supersedes any prior agreements between the parties with respect to the subject matter of this Agreement. Nothing in this Agreement shall limit or exclude liability for fraud.

13.2 Should any provision of this Agreement be held by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

13.3 Any notice sent or made pursuant to this Agreement to NewRetro shall be sent by e-mail to the appropriate address [support@NewRetroPartners.com](mailto:support@NewRetroPartners.com). NewRetro agrees to send any notices to You under this Agreement to Your registered email address or any other email address You have provided.

13.4 Nothing in this Agreement implies a partnership between the parties or authorizes either party to act as agent for the other party, and neither party may act for or on behalf of the other party to obligate the other party in any way.

13.5 Neither party may make any statements concerning this Agreement or its subject matter without the prior written consent of the other party, except as required by law or by any legal or regulatory authority.

13.6 The Partner program reserves the right to freeze payments to the Partner if the administration of the Partner program or the Project administration have reasons to believe that the Partner has violated the Rules of working with the Partner program. Payments can be frozen for up to one month, while circumstances are clarified. Based on the results of the check the Partner Program reserves the right to block the Partner's account with zero balance in case if the Partner really violated the Rules of working with the Partner Program.

13.7 Partner can use 2 or more Partner accounts only after agreement with the manager of the Affiliate program.

13.8 Correspondence and personal communication with administration, manager, support service of the Partner program, as well as individual terms of work are considered as classified information.

Participants of the Partner program are forbidden to provide and bring to public notice, public display, provide to the third parties an opportunity to view/listen to the classified information (or its fragments). In case of violation of this rule, the Partner program reserves the right to terminate cooperation with the Partner with subsequent blocking of his account and zeroing of the Partner's balance.

13.9 Affiliates are also prohibited from using cookies, directing traffic to our brands via iFrames, using other people's sites and/or content (linking to them)

13.10 The Affiliate Program prohibits the use of motivational traffic, which offers users to perform certain actions on Affiliate Projects for a minimal fee.

13.11 Partner program reserves the right to freeze payments for 7 working days to check the payment details of new Partners

13.12 In the Affiliate program, the rule last cookie wins, as well as the promotional code in the hierarchy above the referral link.