



WINBIT.IO – AFFILIATE PROGRAM TERMS & CONDITIONS

Version: 1.0 – 2025

Operator: Winbit Entertainment Ltd.

Jurisdiction: Curaçao

This Affiliate Program Agreement (the “Agreement”) sets out the terms and conditions between Winbit Entertainment Ltd., operating the brand Winbit.io (“Winbit.io”, “we”, “us”, “our”), and the person or entity (“Affiliate”, “you”, “your”) that applies to participate or is already participating in the Winbit.io Affiliate Program (the “Program”).

Article 1 – Definitions

In this Agreement, the following terms shall have the meanings set out below:

1.1 “Affiliate” means any natural or legal person who has been accepted by Winbit.io into the Program and who promotes Winbit.io in return for Affiliate Commission.

1.2 “Affiliate Account” means the unique account created for the Affiliate in the affiliate platform used by Winbit.io.

1.3 “Affiliate Commission” or “Commission” means the remuneration due to the Affiliate under this Agreement, calculated in accordance with Article 7.

1.4 “Affiliate Site” means any website, landing page, social media account, app, channel or other digital asset owned or controlled by the Affiliate on which the Affiliate places Links and/or Content.

1.5 “Applicable Law” means any laws, regulations, rules, guidance and decisions of any governmental, regulatory or self-regulatory authority applicable to the Parties, including but not limited to anti-money laundering (AML) and counter-terrorist financing rules, general marketing and advertising rules, consumer protection rules and data protection rules.

1.6 “Chargeback” means a credit card or other payment reversal initiated by or on behalf of a Player or a payment provider.

1.7 “Confidential Information” means any information relating to a Party, its business, finances, technology, know-how or customers which is not publicly available.

1.8 “Content” means all creative and marketing materials, including but not limited to banners, logos, HTML mailers, reviews, text links, tracking links and other assets provided or approved by Winbit.io for use within the Program.



1.9 “CPA” means a cost-per-acquisition remuneration model, where the Affiliate is paid a fixed amount for each Qualified Player who meets the agreed criteria.

1.10 “FTD” or “First Time Depositor” means a new Player who registers a Player Account at Winbit.io for the first time through the Affiliate’s tracking and who makes the required minimum first deposit.

1.11 “GGR” or “Gross Gaming Revenue” means the total real-money stakes placed by Players less total winnings paid out to such Players, before any deductions, in a given period.

1.12 “NGR” or “Net Gaming Revenue” means GGR minus bonuses, jackpot contributions (if any), payment processing costs, game provider fees, chargebacks, fraud, and any other agreed operational costs.

1.13 “Links” means hypertext links, tracking URLs or other technical means used to identify Players as referred by the Affiliate.

1.14 “Player” means a natural person aged at least 19 years (for Canadian targeting) or older where a higher age is required, who registers a Player Account and participates in real-money gaming at Winbit.io.

1.15 “Player Account” means a personal account opened by a Player at Winbit.io.

1.16 “Program” means the Winbit.io Affiliate Program governed by this Agreement.

1.17 “Spam” means any unsolicited communication sent electronically, including but not limited to email, SMS, push notifications, instant messages or posts, in breach of Applicable Law or generally accepted anti-spam rules.

1.18 “Sub-Affiliate” means any third party engaged by the Affiliate to perform affiliate activities under this Agreement.

Article 2 – Enrolment in the Program

2.1 To become an Affiliate, you must complete the application form in the affiliate system or via any method designated by Winbit.io. We may request additional information and supporting documentation.

2.2 Winbit.io shall, in its sole discretion, decide whether to accept or reject any Affiliate application, without any obligation to provide reasons.

2.3 By participating in the Program, you represent and warrant that you: (a) are at least 18 years of age, or older where required by Applicable Law; (b) have the full right, power and authority to enter into this Agreement; and (c) will comply with this Agreement and Applicable Law at all times.



2.4 Corporate Affiliates shall, upon request, provide incorporation documents, beneficial ownership information and any other KYC/AML documentation reasonably requested by Winbit.io.

Article 3 – Duration of the Agreement

3.1 This Agreement shall enter into force on the date on which Winbit.io notifies you of your acceptance into the Program (“Effective Date”).

3.2 The Agreement shall continue for an indefinite period, subject to termination in accordance with Article 15.

3.3 Winbit.io may from time to time update, amend or replace the terms of this Agreement. Any such changes will be notified to the Affiliate via the affiliate platform or by email. Continued participation in the Program after such notification constitutes acceptance of the updated terms.

Article 4 – Affiliate Duties and Marketing Conduct

4.1 The Affiliate shall, at its own expense, promote Winbit.io in a responsible and ethical manner, with the aim of generating genuine, quality traffic and new Players.

4.2 The Affiliate shall at all times comply with Applicable Law, including general consumer protection, advertising and marketing rules, and any applicable anti-spam regulation (including, where relevant, Canada’s Anti-Spam Legislation (CASL)).

4.3 The Affiliate must not, under any circumstances:

- (a) target or knowingly direct marketing towards minors or self-excluded persons;
- (b) suggest that Winbit.io is locally licensed or regulated in any Canadian province or territory;
- (c) promote gambling as a solution for financial or personal problems;
- (d) use misleading, deceptive, false or unsubstantiated claims, including but not limited to “guaranteed wins”, “100% risk-free” or similar wording;
- (e) engage in aggressive or pressure-based tactics, such as implying urgency to deposit immediately;
- (f) place marketing on websites or channels that predominantly feature hate speech, violence, illegal content, pornography, or other content that could reasonably damage the reputation of Winbit.io.

4.4 The Affiliate may only use Content and Links which have been provided or explicitly approved by Winbit.io. Any modification of Content requires prior written approval.



4.5 The Affiliate is solely responsible for the development, operation and maintenance of the Affiliate Sites and for all content appearing thereon.

4.6 The Affiliate must ensure that all descriptions of Winbit.io, its products, bonuses and promotions are accurate, up to date and not misleading.

4.7 The Affiliate must not make any representations, warranties or claims on behalf of Winbit.io, nor bind Winbit.io to any obligations, unless expressly authorised in writing.

Article 5 – Prohibited Activities

5.1 The Affiliate shall not:

(a) place tracking Links or promote Winbit.io on any website or channel that engages in or facilitates illegal file sharing, hacking, malware distribution, or any other unlawful activity;

(b) use brand bidding or pay-per-click campaigns on keywords that incorporate the Winbit.io name, variations, misspellings or brand-specific terms, without prior written approval;

(c) register or use any domain name, social media handle, profile or page that incorporates Winbit.io's trademarks or any confusingly similar variation thereof;

(d) impersonate Winbit.io employees, agents or representatives;

(e) engage in any form of cookie stuffing, frame hijacking or other manipulative techniques

(f) engage in spam, including but not limited to unsolicited emails, messages, posts or other communications in breach of anti-spam rules.

5.2 If Winbit.io reasonably suspects that the Affiliate is involved in any Prohibited Activity, Winbit.io may suspend the Affiliate Account with immediate effect, freeze Commission and, where appropriate, terminate this Agreement.

Article 6 – Tracking and Player Registration

6.1 Players must register through the Links provided to the Affiliate in order for the Affiliate to be identified as the referrer.

6.2 Winbit.io shall make reasonable efforts to ensure that tracking systems are accurate and up to date, but does not warrant that tracking will be error-free or uninterrupted.

6.3 In the event of any dispute regarding tracking or the number of FTDs attributed to an Affiliate, the data available in Winbit.io's systems shall prevail, absent manifest error.

6.4 The Affiliate shall promptly notify Winbit.io if it becomes aware of any tracking or reporting issues.



Article 7 – Commission and Payment

7.1 Commission Model – Revenue Share based on NGR.

7.2 Revenue Share Percentage – Tiered Structure Based on Monthly FTDs

The Affiliate shall receive a Revenue Share on all Net Gaming Revenue generated by its referred Players. The applicable percentage is determined by the number of FTDs referred by the Affiliate in the last completed calendar month, as follows:

- 50% Revenue Share: First month of being an affiliate
- **35%** Revenue Share: **0–15 FTDs** in the last calendar month
- **40%** Revenue Share: **16–25 FTDs** in the last calendar month
- **45%** Revenue Share: **26–35 FTDs** in the last calendar month
- **50%** Revenue Share: **36 or more FTDs** in the last calendar month

7.2.1 The tier achieved in a calendar month is determined by the total number of qualified FTDs generated by the Affiliate in that month.

7.2.2 The tier for a given calendar month applies only to Commission calculated for that specific month and does not automatically carry over to subsequent months.

7.2.3 Winbit.io reserves the right to adjust the tier structure prospectively, with reasonable prior notice to the Affiliate.

7.3 Commission Duration – LIFETIME COMMISSIONS

7.4 Carryover – NO NEGATIVE CARRYOVER

7.5 For the avoidance of doubt, where no negative carryover applies, any negative NGR balance at the end of a calendar month will be reset to zero for the following month. If the Parties later agree otherwise in writing, such updated terms shall prevail.

7.6 Winbit.io reserves the right to adjust the Commission structure prospectively, with reasonable notice to the Affiliate, particularly in case of material changes in market conditions, Player behaviour, game provider costs or regulatory risk.

7.7 No Commission shall be payable for: (a) self-excluded Players; (b) fraudulent Players; (c) Players using stolen payment details; (d) Players who are employees or contractors of the Affiliate or Winbit.io.

7.8 Winbit.io may withhold Commission if there are reasonable grounds to suspect fraud, money laundering, bonus abuse or any other breach of this Agreement.



7.9 CPA Model and Qualification Criteria (CPA KPIs)

7.9.1 If the Affiliate and Winbit.io have expressly agreed in writing on a CPA remuneration model, a Player will only qualify as a CPA-qualifying player (“Qualified Player”) if all of the following conditions are met:

- (a) The Player’s account has a total deposit value of at least €25; and
- (b) The Player has placed total bets of at least €100, excluding any bets placed with bonus funds; and
- (c) The Player Account has not been closed within 30 days of registration (whether by the Player or by Winbit.io for any reason).

7.9.2 If one or more of the above conditions are not met, the Player will not be considered a Qualified Player and no CPA fee shall be payable for that Player.

7.9.3 Winbit.io reserves the right to withhold or claw back CPA fees in cases of fraud, bonus abuse, collusion, self-exclusion shortly after registration, or other irregular activity reasonably identified by Winbit.io.

7.9.4 CPA-based activities are subject to the same fraud, AML and compliance obligations as applicable to revenue-share activities under this Agreement.

Article 8 – Invoicing and Payments

8.1 Commission shall be calculated on a monthly basis, in arrears.

8.2 Winbit.io may provide monthly statements via the affiliate platform. The Affiliate is responsible for reviewing such statements and reporting any discrepancies within thirty (30) days.

8.3 Unless otherwise agreed, the Affiliate shall issue an invoice for the Commission due for each calendar month. Winbit.io will, if satisfied with the invoice, pay such invoice within thirty (30) days of approval.

8.4 Payment methods, minimum payout thresholds, currencies and fees shall be communicated via the affiliate platform or in writing. Winbit.io shall not be responsible for bank charges or currency conversion fees levied by the Affiliate’s payment provider.

8.5 If an overpayment of Commission occurs, Winbit.io may set off such overpaid amount against future Commission payments.



Article 9 – Fraud, Abuse and Irregular Activity

9.1 Winbit.io strictly prohibits any form of fraud, abuse or irregular activity in connection with the Program.

9.2 Fraud, abuse or irregular activity includes, without limitation: bonus abuse, chargeback abuse, multi-accounting, collusion between Players, automated bot play, spoofing, using VPNs or proxies to disguise location, and acquisition of Players through misleading or deceptive practices.

9.3 If Winbit.io reasonably suspects that the Affiliate or a Sub-Affiliate is involved in such activities, Winbit.io may: (a) suspend the Affiliate Account; (b) freeze outstanding Commission; (c) void Commission related to the suspected activity; and/or (d) terminate this Agreement with immediate effect.

9.4 The Affiliate shall cooperate in good faith with any investigation carried out by Winbit.io into suspected fraud or irregular activity.

Article 10 – Sub-Affiliates

10.1 The Affiliate may not engage Sub-Affiliates without notifying Winbit.io. Winbit.io reserves the right to reject any proposed Sub-Affiliate at its sole discretion.

10.2 The Affiliate shall remain fully responsible and liable for the acts and omissions of any Sub-Affiliate, as if such acts and omissions were those of the Affiliate itself.

10.3 Any Commission share with Sub-Affiliates shall be the sole responsibility of the Affiliate. Winbit.io shall not have any contractual relationship with Sub-Affiliates unless expressly agreed.

Article 11 – Intellectual Property

11.1 All intellectual property rights in the Winbit.io brand, logos, Content, software, databases and other materials shall remain vested in Winbit.io or its licensors.

11.2 The Affiliate is granted a limited, non-exclusive, revocable and non-transferable licence to use the Content and Winbit.io trademarks solely for the purposes of this Agreement and strictly in accordance with Winbit.io's instructions.

11.3 The Affiliate shall not register, use or attempt to register any domain name, trademark or other sign that is identical or confusingly similar to Winbit.io's trademarks.

11.4 Upon termination of this Agreement, the licence granted under this Article shall automatically terminate and the Affiliate shall immediately cease all use of the Content and Winbit.io trademarks.

Article 12 – Data Protection and Privacy

12.1 Each Party shall comply with Applicable Law relating to data protection and privacy.



12.2 The Affiliate acknowledges that Winbit.io does not disclose personal data of Players to the Affiliate. The Affiliate shall not seek to obtain personal data regarding specific Players from Winbit.io.

12.3 If the Affiliate collects any personal data through its own channels, it shall be solely responsible for such collection and shall ensure that its privacy and cookie notices are accurate, transparent and compliant.

12.4 The Affiliate shall not place cookies or other tracking technologies on Player devices in a manner that breaches Applicable Law.

Article 13 – Confidentiality

13.1 Each Party shall keep all Confidential Information of the other Party strictly confidential and shall not disclose it to any third party, except as permitted in this Agreement or required by law.

13.2 The Affiliate shall not disclose the specific terms of this Agreement, including Commission rates, to any third party without Winbit.io's prior written consent.

13.3 This confidentiality obligation shall survive termination of this Agreement.

Article 14 – Liability and Indemnity

14.1 Nothing in this Agreement shall exclude or limit liability for fraud or for death or personal injury caused by negligence.

14.2 To the fullest extent permitted by law, Winbit.io shall not be liable to the Affiliate for any indirect, special, incidental or consequential damages, loss of profit, loss of revenue, loss of goodwill or loss of data, whether in contract, tort or otherwise.

14.3 Winbit.io's aggregate liability for any direct damages arising out of or in connection with this Agreement shall be limited to ten thousand Canadian dollars (CAD 10,000).

14.4 The Affiliate shall indemnify and hold harmless Winbit.io from and against any and all claims, damages, losses, liabilities, costs and expenses arising out of or in connection with: (a) the Affiliate's breach of this Agreement; (b) the Affiliate's breach of Applicable Law; or (c) any claim that the Affiliate Sites infringe the rights of a third party.

Article 15 – Termination

15.1 Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice.

15.2 Winbit.io may terminate this Agreement with immediate effect by written notice if: (a) the Affiliate commits a material breach of this Agreement; (b) the Affiliate engages in fraud or Prohibited Activities; (c) the Affiliate causes or is likely to cause significant reputational harm to Winbit.io; (d) the Affiliate fails to deliver a minimum of ten (10) FTDs in any consecutive four (4) month period, at Winbit.io's discretion; or (e) required for regulatory or AML reasons.



15.3 Termination shall not affect any accrued rights or obligations as at the date of termination, except that Winbit.io may withhold Commission reasonably related to suspected fraud or breach.

Article 16 – Consequences of Termination

16.1 Upon termination of this Agreement, the Affiliate shall immediately: (a) remove all Links and Content from Affiliate Sites; (b) cease all promotion of Winbit.io; and (c) cease using any Winbit.io trademarks.

16.2 Subject to any rights of set-off and provided there is no suspected fraud or breach, Winbit.io shall pay to the Affiliate any outstanding Commission earned up to the effective date of termination.

16.3 If this Agreement is terminated by Winbit.io for cause under Article 15.2, the Affiliate shall forfeit any right to unpaid or future Commission, without prejudice to Winbit.io's other rights or remedies.

Article 17 – Miscellaneous

17.1 This Agreement constitutes the entire agreement between the Parties in relation to the Program and supersedes all previous agreements, arrangements or understandings.

17.2 The Affiliate may not assign, transfer or subcontract any of its rights or obligations under this Agreement without Winbit.io's prior written consent.

17.3 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.4 No failure or delay by a Party in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy.

Article 18 – Governing Law and Jurisdiction

18.1 This Agreement shall be governed by and construed in accordance with the laws of Curaçao.

18.2 Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Curaçao.

Article 19 – Signatures

By signing below, the Parties acknowledge that they have read, understood and agree to be bound by the terms of this Agreement.

AFFILIATE INFORMATION



Name: _____

Company: _____

Address: _____

Email: _____

Date: _____

Affiliate Signature: _____

WINBIT.IO APPROVAL

Name: _____

Role: _____

Date: _____

Winbit.io Signature: _____