IMPORTANT

Please read these Terms and Conditions carefully before indicating your acceptance. By clicking the “I agree to the Terms and Conditions” box, you acknowledge that you have read, understood, and agree to be bound by the entirety of these Terms and Conditions on behalf of yourself and, where applicable, the organisation you represent (the “Affiliate”).

If you do not have the authority to represent the Affiliate, or if you do not agree to all of these Terms and Conditions, you must not indicate your acceptance, complete the registration form, or link to the Service (the online marketing and promotional activities carried out by the Affiliate under this Agreement, including the placement of approved links, banners, or other promotional materials on the Affiliate’s website or channels to direct potential customers to the Company’s Website).

1. General Provisions

1.1. This Affiliate Program is run by Empire Services Limited. ("Empire Services Limited", "we", "us", "our" or “the Company”), company register number 216317, with its registered seat at 6 St Denis Street, 1/F River Court, Port Louis, Mauritius.

The Parties acknowledge and agree that Empire Services Limited is the contracting entity under this Agreement. Notwithstanding the foregoing, the Parties acknowledge that the website www.novovegas.com and the associated brand are operated by the relevant brand operator(s) (the "End-Operators"), which are responsible for the operation and management of the website and the provision of the services offered to end users.

The Company may enter into this Agreement and procure the relevant services for the benefit of the End-Operators, without requiring the End-Operators to become direct parties to this Agreement. Unless otherwise expressly agreed in writing, Empire Services Limited shall remain responsible for the performance of its contractual obligations under this Agreement.

1.2. The Affiliate Program (“the Program”) is intended to reward approved website owners (“Affiliates”) who actively promote the NOVOVEGAS Brand (the “Brand”) and help attract new customers to the associated website. Such new customers shall be deemed as Referred Players, meaning any individual who has been directed to the Company’s Website through the Affiliate’s tracked link, has registered a valid customer account, and has made a qualifying monetary deposit in accordance with the Company’s rules and tracking procedures.

1.3. By participating in the Program, Affiliates contribute to the growth and visibility of the Brand through their promotional activities. In recognition of these efforts, Affiliates are entitled to receive remuneration in accordance with the terms and conditions of the Program. The rewards serve to acknowledge and incentivise each Affiliate’s role in driving customer acquisition and supporting the ongoing expansion of the Brand.

1.4. This document ("Terms and Conditions", "Terms" or “Agreement”, interchangeably) sets out the terms that govern the contractual relationship between the Company and any person who registers under the Program (“the Affiliate”, "You", "Your") (jointly referred to as “the Parties”). You are obliged to read the rules carefully and accept them if you register under the Program.

1.5. The Company reserves the right to amend or update these Terms and Conditions at any time. In the event of any material change (“Change”), you will be promptly notified and provided with a summary outlining the key amendments. If, following such Change, you choose not to continue participating in the Program, the provisions set out under Section 13 (“Term and Termination”) shall apply.

1.6. The Terms constitute the complete, final, binding and exclusive agreement between you and the Company with respect to the Program, and we recommend that you carefully read and print a copy of these terms and conditions for future reference.

2. Acceptance Process

2.1. In order to enrol in the Program, a website owner must register as an Affiliate by completing the Insertion Order. The Company reserves the unrestricted right to refuse to enrol in the Program without the obligation to provide reasons for such refusal.

2.2. Upon approval of the Affiliate’s enrolment, these Terms and Conditions shall govern the Affiliate’s participation in the Program. Execution of this Insertion Order shall constitute the Affiliate’s binding acceptance of these Terms.

2.3. For the purposes of this Agreement, the term “Brand Content” shall mean any text links (including sub-affiliate links), banners, advertisements, or other marketing materials incorporating references to, or promoting, the Brand, as communicated or made available by the Company to the Affiliate from time to time.

2.4. The Affiliate hereby represents and warrants that all information provided in the Insertion Order is true, complete, and accurate in all respects. The Affiliate undertakes to notify the Company promptly and in writing of any change in the information supplied in the Insertion Order or any subsequent correspondence.

2.5. The Affiliate acknowledges and agrees that the Company may, at its sole discretion, conduct verification and due diligence checks in respect of the Affiliate and/or the Referral Company, and may require the submission of documentation for verification purposes. The Affiliate shall, upon request, promptly provide such documents as the Company may reasonably require, including but not limited to:

(a) Where the Affiliate or Referral Company is a natural person: a copy of an official identification document containing a photograph, together with documentation evidencing age and residential address (such as a recent utility bill or bank statement displaying the individual’s name and address); or

(b) Where the Affiliate or Referral Company is a legal entity: a copy of the certificate of incorporation or equivalent document, the memorandum and articles of association or similar constituting documents showing the shareholders and directors, a certificate of good standing (or equivalent), and a recent utility bill or bank statement evidencing the company's registered name and address.

3. Responsibilities and Obligations of the Affiliate

3.1. The Affiliate acknowledges that the promotion or solicitation of gambling-related activities may be subject to legal and regulatory restrictions in certain jurisdictions, which may vary from time to time. The Affiliate shall be responsible for ensuring that all marketing and promotional activities conducted under this Agreement are carried out in compliance with all applicable laws, regulations, and advertising standards in the jurisdictions targeted or otherwise affected by such activities.

3.2. Prior to launching, publishing, or disseminating any advertising or promotional material in relation to the Brand, the Affiliate shall obtain the Company's prior written approval, or where applicable, the approval of the Company's appointed marketing associate. The Affiliate shall not publish or circulate any such materials until such approval has been expressly granted.

3.3. Should the Affiliate be uncertain as to the permissibility of any promotional activity or the content thereof in any jurisdiction, the Affiliate must seek written guidance from the Company or Neatplay Limited before proceeding. Failure to obtain such guidance or approval shall not relieve the Affiliate of liability for any resulting breach.

3.4. Any violation of this clause, including the publication of unapproved or non-compliant advertising materials, or any marketing activity conducted in contravention of applicable laws or regulatory restrictions, shall constitute a material breach of this Agreement and shall entitle the Company to terminate this Agreement with immediate effect, without prejudice to any other rights or remedies available to the Company at law or in equity.

3.5. The Affiliate undertakes not to actively target, through the use of Brand Content or otherwise, any jurisdiction in which gambling is illegal, or any jurisdiction as may be notified to the Affiliate by the Company from time to time.

3.6. The Affiliate shall not engage in, or permit any third party to engage in, any fraudulent, unethical, illegal, or otherwise disreputable activities, or in any activity that, in the reasonable opinion of the Company, is detrimental to the Brand, the Company, the Program, or to the Brand's end-users (collectively, the "Disreputable Activities").

3.7. The Affiliate shall remain solely responsible to the Company for all acts and omissions of any sub-affiliates it introduces. Any claim or dispute by a sub-affiliate arising out of or in connection with this Agreement shall be strictly between the Affiliate and the sub-affiliate. The Company, and any entity within the same corporate group, shall bear no responsibility or liability in relation to such matters.

3.8. The Affiliate shall not permit or engage in rake-backs in any form or by any means. Any breach of this provision entitles the Company to terminate this Agreement with immediate effect.

4. Affiliation Advertising Standards

4.1. The Affiliate shall use only approved and properly tagged creative materials supplied or authorised by the Company from time to time. Any promotional materials not provided by the Company, including advertorials or personal endorsements, must receive the Company's prior written approval, which shall not be unreasonably withheld.

4.2. The Affiliate shall not modify or alter any Brand Content (content created by the Brand to promote brand awareness and identity) or related marketing materials without the Company's prior written consent. The format, design, and syntax of approved links and creatives shall remain as determined by the Company.

4.3. The Affiliate may promote the Brand solely through approved methods, including:

(a) displaying authorised banners, text, or promotional materials on its websites;

(b) incorporating such materials into permitted email communications; and

(c) using Affiliate URLs provided by the Company for direct or printed marketing activities.

4.4. The Affiliate shall not distribute Brand Content via unsolicited emails, unauthorised newsgroups, chat rooms, or automated systems ("bots"). Any traffic generated through illegal or unethical means shall not qualify for commission.

4.5. The Affiliate shall not engage in or benefit from any fraudulent, misleading, or deceptive activity, including spam, commission manipulation, or the generation of invalid traffic. The Company reserves the right to withhold or recover commissions, suspend payments, and terminate this Agreement with immediate effect where such conduct is identified.

4.6. The Affiliate will also not attempt to benefit from traffic which has not been generated in good faith. If the Affiliate has reasonable suspicion that any new customer referred by the Affiliate is in any way associated with bonus abuse, money laundering, fraud, or other abuse of remote gaming websites, the Affiliate shall immediately notify the Company of this. Such new customers shall not be deemed to be a valid new customer under this Agreement and thereby no commission shall be payable in relation to such customers.

4.7. The Affiliate shall not make any representations, warranties, or undertakings on behalf of the Company or the Brand, nor shall the Affiliate hold itself out as having authority to bind the Company in any manner.

4.8. The Affiliate is strictly prohibited from modifying or interfering with any form fields, scripts, or tracking mechanisms within marketing materials provided by the Company or its marketing associate, Neatplay Limited. These materials are intended solely for the collection of customer

information on behalf of the Company, and any unauthorised use or interception of such data is expressly forbidden.

4.9. The Affiliate shall remain solely responsible for all marketing activities carried out under this Agreement, including the distribution, content, and legality of all promotional materials and communications.

5. Tagged Customers

5.1. Only properly tagged customers can be attributed to an Affiliate. If an Affiliate tag is incorrectly placed on the Affiliate site or fails to be received by the Company's server, any resulting customer registrations or purchases will not be credited to the Affiliate. It is therefore the Affiliate's responsibility to ensure that all links are correctly tagged. All tags referenced above will be considered valid only if they are issued to the Affiliate by the Company.

6. Affiliate Commission

6.1. The Affiliate shall be entitled to a commission calculated as a percentage of Net Revenue. For the purposes of this Agreement, "Net Revenue" means total Customer bets, less winnings, bonuses, jackpot contributions, jurisdictional gaming duties, and administration fees (which include provider and financial transaction fees). Commission shall be calculated on the commissionable earnings generated by each Customer referred by the Affiliate, as determined by the Company, and paid on a monthly revenue share basis.

6.2. The Company shall pay the Affiliate Commission into the commission account indicated by the Affiliate, on a monthly basis in arrears, not later than the twentieth (20th) day of each month in respect of the Affiliate Commission for the preceding month.

6.3. In cases where the Affiliate introduced sub-affiliates, the Affiliate shall receive 10% of the referral commission due to the said sub-affiliates.

6.4. The Company shall not be under any obligation to pay any fees, commissions, or other remuneration to the Affiliate in advance. All payments, if any, shall be made strictly in accordance with the terms and conditions set out in this Agreement and only after the relevant performance or deliverables have been duly completed and verified by the Company.

6.5. Should a customer process a "Chargeback" (a financial transaction reversal initiated by the issuing bank or financial institution of a credit or debit card in response to a dispute filed by a cardholder), 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. If this deduction of the accumulated revenue exceeds 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.

6.6. Complimentary money, free money and other incentives refer to those amounts credited to the account of customers. As such funds have not been purchased by the customers, we are

precluded from remitting and hereby affirm that we shall not disburse any commissions to you in relation to these amounts.

6.7. If the Affiliate disagrees with any balance reported, the Affiliate shall, within a period of ten (10) business days, notify the Company and indicate the reasons for such disagreement. Failure to notify within the prescribed time limit shall be deemed an irrevocable acknowledgement of the balance due for the respective period.

6.8. The Affiliate shall perform their services with the highest degree of skill, care, and diligence reasonably expected of a competent provider in the affiliate marketing industry, and in strict accordance with the standards, specifications, deliverables, and timelines agreed with the Company.

6.9. If, in the Company's reasonable but sole discretion, the services (or any part thereof) do not conform to the agreed standards or fail to achieve the intended deliverables, the Company may issue a written notice specifying the deficiencies. Such notice shall be binding on the Affiliate unless the Affiliate provides evidence, within 5 business days, that the Company's assessment is manifestly unreasonable.

6.10. Upon receipt of such notice, the Affiliate shall, at its own expense, promptly remedy the deficiencies within the period specified by the Company.

6.11. If the deficiencies are not remedied within the specified period, the Company shall be entitled to:

(a) a full or partial refund of any amounts paid in respect of the deficient Services, proportionate to the deficiency as determined by the Company; and/or

(b) set off the refund amount against any current or future payments due to the Affiliate under these terms or any other agreement between the parties.

6.12. Refunds shall be paid within 14 calendar days of the Company's written demand. The Affiliate acknowledges and agrees that the Company's determination of the extent of the deficiency and the refund amount shall be final and binding, absent manifest error.

6.13. The remedies in this clause are without prejudice to any other rights or remedies available to the Company under these terms or applicable law. The Company reserves the right to withhold any payments otherwise due to an Affiliate where the Company determines, in its sole discretion, that the Affiliate has breached any provision of these Terms.

7. High Rollers

7.1. Where a player referred by an Affiliate is classified as a High Roller, any negative Net Gaming Revenue ("NGR") generated by that player shall be kept separate from the Affiliate's other player activity and carried forward until the negative balance is fully recovered, in accordance with this clause.

7.2. For the purposes of this clause, a player shall be classified as a High Roller where, in any given calendar month, that player generates negative NGR equal to or exceeding EUR 15,000 (fifteen thousand euro).

7.3. For the purposes of this same clause, a “High Roller Balance” means any negative commissionable NGR attributable to a High Roller for a given calendar month which, in accordance with this Agreement, is carried forward and applied as a deduction against positive commissionable NGR generated in subsequent calendar months, subject to the applicable expiry period set out in this Agreement.

7.4. Where a High Roller generates negative NGR in any calendar month, such negative NGR shall not be offset against positive NGR generated by any other player referred by the same Affiliate. Instead, the negative NGR attributable to that High Roller shall be carried forward and applied solely against future positive NGR generated by that same High Roller until the negative balance has been fully recovered.

7.5. Accordingly, no Commission shall become payable to the Affiliate in respect of that High Roller for so long as a negative NGR balance remains outstanding. Any negative NGR balance attributable to a High Roller remaining at the end of a calendar month shall constitute a negative carry-forward balance and shall be taken into account when calculating Commission attributable to that High Roller in each subsequent calendar month until such negative balance has been fully offset against that High Roller’s future positive NGR.

7.6. For the avoidance of doubt, a negative carry-forward balance attributable to a High Roller shall not reduce or otherwise affect Commission payable to the Affiliate in respect of any other player.

7.7. Any outstanding High Roller Balance shall remain available for deduction against commissionable NGR for a maximum period of twelve (12) consecutive calendar months, commencing in the calendar month in which such High Roller Balance is created.

7.8. Upon expiry of such twelve (12) month period, any remaining High Roller Balance shall automatically expire and shall be forfeited. No expired High Roller Balance may be carried forward or deducted from commissionable NGR in any subsequent period.

Example: If, in a given calendar month, an Affiliate refers Player A and Player B, and Player A generates positive NGR of EUR 2,000 while Player B generates negative NGR of EUR 15,000 and is therefore classified as a High Roller, Player B’s negative NGR of EUR 15,000 shall be ring-fenced and carried forward. The Affiliate may continue to earn Commission on the EUR 2,000 positive NGR generated by Player A in accordance with the applicable Commission structure.

If, in the following calendar month, Player B generates positive NGR of EUR 6,000, that amount shall be applied against Player B’s negative carry-forward balance, reducing it from EUR 15,000 to EUR 9,000. No Commission shall be payable in respect of Player B for that month. The

remaining negative balance of EUR 9,000 shall continue to be carried forward and applied against Player B's future positive NGR until fully recovered.

8. Cost Per Acquisition Terms

8.1. The Company will pay the individually agreed CPA amount for each acquired customer. The amount will be confirmed in writing via email.

8.2. Acquired customers are depositing players; individuals who have registered accounts on the Website and made a monetary deposit, excluding free, complimentary, or bonus funds.

8.3. Under the CPA agreement, a fixed amount is paid for each Referred Player, with no profit-sharing component. The Company may modify or terminate the CPA agreement with 24 hours' notice.

8.4. The Company reserves the right to invalidate any CPA counts and withhold related payments if a player is identified under the following circumstances:

(a) Fraudulent Player: If there is substantial evidence or reasonable suspicion of fraud by the player. The Company may withhold payment without detailed explanation in such cases.

(b) Multiple Accounts: If the player has multiple accounts and has already been credited for a CPA count, regardless of the source.

9. Conditions of Payment

9.1. For the avoidance of doubt, all payments shall be made inclusive of VAT, if applicable, and the Affiliate is individually responsible for withholding tax, VAT and social fees if applicable. Payments are made to the Affiliate within thirty (30) business days from the issuance of an invoice from the Affiliate. Payments are affected by bank wire. It is the responsibility of the Affiliate to select the method of payment and keep the Company informed of its current payment details. To receive payments, the Affiliate is responsible for being in possession of a valid VAT number.

9.2. All payments of the Affiliate Commission shall be made in Euro or in such other currency that may be determined by the Company.

9.3. Payments less than a hundred euro (EUR 100.00) will be carried forward until Affiliate earnings exceed such amounts.

10. Legal Responsibility

10.1. The Website and all related content remain the sole property of the Company. No rights, title, or interest are transferred to the Affiliate, and all Intellectual Property and goodwill shall remain vested in the Company.

10.2. The Affiliate is solely responsible for the ownership, content, legality, and operation of its own site.

10.3. The Affiliate agrees to indemnify, defend, and hold the Company, its officers, directors, and employees harmless from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to the Affiliate's website, operations, or conduct under these terms.

10.4. Brand Content must be displayed in accordance with the Company's guidelines. The Affiliate shall ensure that all site materials are lawful and do not infringe any rights.

10.5. The Company may amend this Agreement at any time by posting an updated version on its Website. Continued participation constitutes acceptance of the changes; otherwise, the Affiliate may terminate the Agreement.

10.6. The Parties are independent contractors. Nothing herein creates a partnership, agency, or employment relationship. The Affiliate has no authority to act on behalf of the Company.

11. Limited License

11.1. The Company grants the Affiliate a non-exclusive, non-transferable license to use Brand Content solely for the purposes of this Agreement. This Agreement grants no exclusivity, and the Affiliate shall not claim fees for business generated by third parties. The Affiliate may not assign, sublicense, or contest the Company's trademarks or take any action that could impair their validity or goodwill.

11.2. The license may be revoked at any time and terminates automatically upon termination of this Agreement.

12. Spam

12.1. Any form of spam, including unsolicited communications or search engine manipulation, will result in account review and possible withholding of funds. The Company may deduct related costs from the Affiliate's account, and its determination shall be final.

13. Term and Termination

13.1. This Agreement shall commence upon notification of execution of the Insertion Order, and shall remain in force for an initial term of three (3) months, during which it may only be terminated in accordance with clause 13.4. Thereafter, the Agreement shall automatically renew for successive twelve (12) month periods unless terminated pursuant to clause 13.4. Either Party may elect not to renew the Agreement by providing at least one (1) week's written notice prior to the expiry of the initial term.

13.2. Following the initial term the agreement shall continue to be renewed for successive three (3) month periods unless and until either Party terminates the agreement at any point in time by

giving a one (1) week written notice to the other Party. In the event that it is the Affiliate who decides to terminate the Agreement during any of the renewal terms, the Affiliate would only be entitled to the commissionable earnings which were earned by virtue of this agreement up until the date on which termination was given.

13.3. In the event that it is the Company who decides to terminate the Agreement during any of the renewal terms, the Company shall pay the Affiliate the commissionable earnings which would have been earned by virtue of this Agreement for the entirety of the respective renewal term. Following this the Affiliate shall not be entitled to any further commissionable earnings.

13.4. We may terminate the Agreement with immediate effect by written notice to you if:

(a) the Affiliate commits a material breach of its obligations under the Agreement and, in the case of a remediable breach, fails to remedy it within 15 days of the date of receipt of notice;

(b) the Affiliate becomes insolvent or unable to pay its debts, proposes a voluntary arrangement, has a receiver, liquidator, administrator or manager appointed over the whole or any part of its business or assets or if any application shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution or if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, or it ceases to carry on business or if it claims the benefit of any statutory moratorium;

(c) the Affiliate sells its business, or any part thereof, and/or registers any change of beneficial ownership;

(d) we determine (in our sole discretion) that the Affiliate has engaged in Disreputable Activities;

(e) we determine (in our sole discretion) that the Affiliate site is unsuitable. Unsuitable sites may include those that are aimed at persons under the legal age for gambling, and in particular at children, promote sexually explicit materials, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, contain libellous, obscene, unlawful or otherwise unsuitable content or violate intellectual property rights.

13.5. Upon termination:

(a) You must remove the Brand Content from your site and disable any links from your site to the Website, upon notice of termination;

(b) All rights and licenses given to you in this Agreement shall immediately terminate;

(c) You shall only be entitled to unpaid commission, if any, earned by you on or prior to the date of termination. You will not be entitled to any commission occurring after the date of termination;

(d) If you have failed to fulfil your obligations and responsibilities, we will not pay you the commission otherwise owing to you on termination;

(e) We may withhold your final payment for a reasonable time to ensure that the correct amount is paid or that you remove the Brand Content from your site and disable any links from your site to the Website;

(f) 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;

(g) You will return to us any Confidential Information and all copies of it in your possession, custody and control and will cease all use of any trade names, trademarks, service marks, logos and other designations of the Company;

(h) The Parties 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.

14. Confidentiality, Customer Data and Non-Disclosure

14.1. Each party acknowledges and agrees that it may have access to or become acquainted with confidential information of the other party. Each party specifically agrees not to misuse, misappropriate or disclose any such confidential information of the other party to any third party, whether directly or indirectly, unless compelled to do so by law.

14.2. Each party accepts that any information of the other party or relating to the other party, including but not limited to information in respect of business and business methods, finances, clients, partners, suppliers, any intellectual property right, whether registered or not, is confidential information of that party unless such information has been put by that party into public domain.

14.3. The Affiliate acknowledges and accepts that all customer data, including data relating to tagged players, is the exclusive property of the Company and shall remain so regardless of any termination of this Agreement.

15. Miscellaneous

15.1. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of Malta. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the Courts of the Republic of Malta, to which the Parties irrevocably submit.

15.2. Assignment: The Affiliate may not assign or transfer this Agreement, whether by operation of law or otherwise, without the Company’s prior written consent. Subject to this restriction, this

Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

15.3. Non-Waiver: Failure by the Company to enforce any provision of this Agreement shall not constitute a waiver of its rights to enforce that or any other provision thereafter. No modification, addition, or deletion to this Agreement shall be valid unless made in writing and duly executed by an authorised representative of the Company.

15.4. Remedies: The Company's rights and remedies under this Agreement are cumulative and not exclusive. The Affiliate acknowledges that monetary damages may be inadequate in the event of a breach or threatened breach, and the Company shall be entitled to seek injunctive or equitable relief, in addition to any remedies available at law.

15.5. Severability: If any provision of this Agreement is held invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect. No waiver shall be implied from any conduct or failure to enforce rights and must be in writing to be effective.

16. Relationship of the Parties

16.1. Indemnity: The Affiliate shall defend, indemnify, and hold harmless the Company, its officers, directors, employees, and representatives from all losses, damages, liabilities, and costs (including reasonable legal fees) arising from (a) any breach of this Agreement, (b) the Affiliate's activities or performance hereunder, (c) negligence or misconduct by the Affiliate, or (d) unauthorised use of the Brand Content, links, or Program materials.

16.2. Disclaimers: The Company makes no express or implied warranties regarding the Website, the Program, or payment arrangements, including but not limited to warranties of fitness, legality, non-infringement, or uninterrupted operation. The Company shall not be liable for any interruption, malfunction, or error in the operation of its systems or Website.

16.3. Limitation of Liability: The Company shall not be liable for any indirect, special, or consequential damages (including loss of revenue, profits, or data) arising from or related to this Agreement or the Program, even if advised of such possibility. The Company's total aggregate liability shall not exceed the referral fees paid or payable to the Affiliate during the twelve (12) months preceding the event giving rise to such liability.

16.4. Nothing herein confers any rights or remedies on third parties. The Company's obligations do not constitute personal liabilities of its directors, officers, or shareholders, and any liability shall be limited to direct damages only.

The Affiliate acknowledges that it has read and understood this Agreement and agrees to be bound by its terms. The Affiliate further acknowledges that the Company may, at any time, operate or promote other websites or referral programs under terms different from those set out herein. The Affiliate has independently evaluated the desirability of participation in the Program

and is not relying on any representations or guarantees other than those expressly contained in this Agreement.

By confirming acceptance of these Terms and Conditions, the Affiliate agrees to be bound by all provisions contained herein.