

GENERAL AFFILIATE PROGRAMME TERMS AND CONDITIONS

Programme Operator	Onnela Partners
Affiliate Programme	My affiliates
Brand Website(s)	onnelakasino.com, uunokasino.com, salakasino.com
Effective Date	The date the Affiliate is accepted into the Programme or first begins approved promotion, whichever occurs first
Version	1.1

About this Agreement

These Affiliate Programme Terms and Conditions (the “Agreement”) govern participation in the affiliate programme administered by the legal entity identified in the Affiliate Programme interface, registration confirmation or other official programme communication (the “Operator”, “we”, “us” or “our”). The person or entity accepted into the programme is referred to as the “Affiliate”, “you” or “your”.

By applying for, accessing or continuing to participate in the Affiliate Programme, you confirm that you have read, understood and agreed to be bound by this Agreement, the Commercial Terms shown in your Affiliate Account or otherwise confirmed in writing, and any marketing, responsible-gambling and compliance instructions communicated by us from time to time.

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1. Definitions

In this Agreement, unless the context requires otherwise, the following terms have the meanings set out below.

Affiliate Account: the account made available to you through the Operator's designated affiliate tracking platform.

Affiliate Link: a unique tracking link, code, creative or other tracking mechanism supplied or approved by us for the purpose of attributing traffic and Customers to you.

Affiliate Network: a sub-affiliate, media partner, influencer, publisher or other third party acting under your direction or commercial arrangement and whose traffic is attributed to your Affiliate Account.

Affiliate Site: any website, application, social-media account, channel, mailing list or other approved marketing property owned, controlled or used by you to promote the Brand Websites.

Applicable Law: all laws, regulations, licence conditions, advertising standards, mandatory codes, regulatory guidance and binding requirements that apply to either party or the activities contemplated by this Agreement.

Brand Website: any online gaming website, application or product that we authorise you to promote under the Affiliate Programme.

Chargeback: a reversal, cancellation or non-settlement of a Customer payment, including associated payment-provider charges.

Commission: amounts payable to you under an agreed Revenue Share, CPA, Hybrid, Flat Fee or other written commercial arrangement.

Commercial Terms: the commission model, rate, brand or market scope, qualifying criteria, caps and other campaign-specific commercial conditions shown in the Affiliate Account or confirmed in writing by an authorised programme representative. Commercial Terms are automatically incorporated into this Agreement and do not require a separate schedule or signature.

Customer: a genuine new player attributed to you in accordance with clause 6 who satisfies the applicable account, verification, deposit and qualification requirements for the relevant commission model.

CPA: a fixed cost-per-acquisition payment for a qualifying Customer.

Fraud Costs: losses, payment reversals, chargebacks, bonus abuse, identity fraud, collusion, manipulated traffic, duplicate accounts and other costs reasonably attributable to fraudulent or abusive activity.

Gross Gaming Revenue or GGR: the gaming revenue generated from Customers before deductions, calculated in accordance with the Operator's reporting methodology for the relevant product.

Hybrid: a commercial model combining two or more payment methods, for example CPA and Revenue Share.

Net Gaming Revenue or NGR: GGR less bonuses and bonus conversions, cashback, chargebacks, fraud costs, jackpot contributions, gaming taxes and duties, payment-processing costs and other direct customer-level deductions reasonably attributable to the referred Customers. Where the Affiliate Account expressly displays a different NGR basis for a campaign, that displayed basis applies to that campaign.

Programme Materials: banners, logos, text links, landing pages, promotional copy, feeds and other materials supplied or expressly approved by us for use in the Affiliate Programme.

Revenue Share: a percentage of NGR or another agreed revenue metric generated by Customers.

Spam: unsolicited or unlawful electronic marketing, including email, SMS, push notifications, direct messages or other communications sent without a valid legal basis, required consent or compliant opt-out mechanism.

2. Purpose and Scope

The purpose of the Affiliate Programme is to allow approved Affiliates to promote one or more Brand Websites and to receive Commission for qualifying Customers and/or other agreed performance in accordance with this Agreement and the applicable Commercial Terms.

Nothing in this Agreement obliges us to accept any particular Customer, jurisdiction, traffic source, campaign or marketing method. We may restrict or discontinue acceptance of players or traffic where reasonably necessary for legal, regulatory, licensing, fraud-prevention, commercial or responsible-gambling reasons.

The applicable Commercial Terms form part of this Agreement automatically. If there is a conflict, the Commercial Terms will prevail only in relation to the specific commercial point expressly addressed by them; this Agreement will prevail in all other respects.

3. Application and Acceptance

You must provide complete, accurate and current information when applying to the Affiliate Programme and whenever requested during the term. This includes beneficial ownership, corporate details, domains, traffic sources, payment details and any information reasonably required for due diligence, anti-money-laundering, sanctions, regulatory or tax purposes.

Acceptance is at our discretion. We may reject an application, request further information or impose reasonable conditions before activation. You may not operate more than one Affiliate Account or transfer an Affiliate Account without our prior written approval.

You represent that you have full capacity and authority to enter into this Agreement and, if acting for a company or other entity, that you are authorised to bind that entity.

4. Affiliate Rights and Obligations

4.1 Permitted promotion

Subject to this Agreement, we grant you a limited, non-exclusive, revocable and non-transferable right to direct potential Customers to the Brand Websites using approved Affiliate Links and Programme Materials.

You are responsible for the development, operation, security, content and legal compliance of your Affiliate Sites and all activities performed by you or on your behalf.

4.2 Prohibited conduct

Unless we expressly approve otherwise in writing, you must not:

- use Spam, unsolicited messaging, malware, adware, forced redirects, cookie stuffing, click injection, misleading browser extensions, pop-under traffic or other deceptive acquisition methods;
- create, purchase or use domains, social handles, app names or other identifiers that are identical or confusingly similar to our brands, trademarks or Brand Websites;
- bid on, purchase or use our brand names, trademarks, misspellings or confusingly similar terms as paid-search keywords, ad text, display URLs or metatags;
- impersonate the Operator, a Brand Website or any member of our group, or imply that you are the operator, licensor, agent or authorised customer-support function of a Brand Website;
- misrepresent bonuses, jackpots, odds, withdrawal times, licensing status, responsible-gambling tools or any other material feature of a Brand Website;
- offer unauthorised incentives, rebates, cashback, free bets, gifts or other consideration to induce registration or deposit;
- use misleading, unlawful, defamatory, discriminatory, sexually exploitative or otherwise unsuitable content in connection with our brands;
- promote to minors, self-excluded persons, vulnerable persons, excluded territories or any audience that may not lawfully be targeted;
- open player accounts for yourself or related persons through your own Affiliate Links, or otherwise generate self-referrals or artificial qualifying activity;
- alter tracking links, Programme Materials, mandatory terms, disclaimers, age markers or responsible-gambling messaging without written approval.

4.3 Affiliate Networks and third parties

You remain fully responsible for every Affiliate Network, subcontractor, influencer, media buyer or other third party whose traffic or content is attributed to your Affiliate Account. You must ensure that each such party complies with standards no less protective than this Agreement. We may require you to identify, suspend or remove any such party or traffic source.

5. Marketing and Regulatory Compliance

You must comply at all times with Applicable Law and all written compliance instructions issued by us, including advertising rules, responsible-gambling standards, consumer-protection requirements, age restrictions, data-protection rules and licence conditions relevant to the market being targeted.

All material claims must be accurate, current and capable of substantiation. Where a promotion is advertised, material qualifying terms must be displayed clearly and prominently and any full terms must be readily accessible in the manner required by Applicable Law.

You must use only approved Programme Materials or marketing content that has been expressly approved by us. Approval does not transfer legal responsibility to us for your placement, targeting, context, disclosures or other acts or omissions.

You must promptly amend or remove any marketing material when instructed by us where we reasonably consider this necessary for legal, regulatory, licensing, responsible-gambling, brand-safety or consumer-protection reasons.

You must maintain appropriate records demonstrating compliance, including evidence of consent for direct marketing, traffic-source records, campaign creatives and any disclosures required by law, and provide them to us on reasonable request.

6. Tracking and Customer Attribution

We will use our designated tracking systems to record clicks, registrations, deposits, qualifying events and other relevant activity. Our tracking data will be the primary basis for calculating Commission, subject to manifest error, fraud review and reasonable reconciliation of verified technical discrepancies.

A Customer will normally be attributed to you only where the Customer first accesses the relevant Brand Website through a valid Affiliate Link and satisfies the applicable qualification criteria. Unless a different period is displayed in the Affiliate Account, the default attribution window is thirty (30) days from the tracked click to registration. A person already known to the Operator or its applicable group database will not normally qualify as a new Customer.

We are not responsible for failures of attribution caused by deleted or blocked cookies, browser privacy settings, ad-blocking technology, incorrect link implementation, third-party systems, device switching or other circumstances beyond our reasonable control.

We may correct tracking or attribution where there is clear evidence of technical error, fraud, duplicate attribution, self-referral, regulatory restriction or manipulation.

7. Commission and Payment

7.1 Commercial model

Your Commission model, rates, qualification requirements, caps and campaign-specific conditions are the Commercial Terms displayed in your Affiliate Account or confirmed in writing by an authorised programme representative. Those Commercial Terms apply automatically and no separate schedule, addendum or signature is required unless expressly requested by the Operator.

7.2 Revenue Share

Where Revenue Share applies, Commission will be calculated by applying the agreed percentage shown in the Affiliate Account or written Commercial Terms to NGR for Customers attributed to you. NGR is calculated in accordance with the definition in clause 1 unless the relevant campaign expressly displays a different basis.

7.3 CPA and Hybrid

CPA is payable only for Customers who satisfy all qualifying criteria displayed for the campaign or otherwise confirmed in the Commercial Terms. Such criteria may include minimum deposits, wagering or gameplay requirements, completed verification, permitted jurisdiction, fraud checks and other objective qualification conditions. Hybrid Commission will be calculated using the applicable Revenue Share and CPA elements shown in the Commercial Terms.

7.4 Negative balances and high-value players

Unless the Commercial Terms expressly state otherwise, ordinary negative Revenue Share balances will reset to zero at the end of each monthly period and will not be carried forward. Negative balances attributable to fraud, chargebacks, collusion, duplicate accounts or other invalid activity may be carried forward and set off against future Commission.

Player-specific negative carryover for a high-value player applies only where it is expressly identified in the Commercial Terms, including the applicable threshold or method. If no such rule is shown or confirmed, player-specific negative carryover does not apply.

7.5 Statements, disputes and adjustments

We will make available a monthly statement or reporting view showing the Commission calculation. You must notify us of any genuine discrepancy within thirty (30) days after the relevant statement becomes available. This does not prevent correction of manifest error, fraud, chargebacks or third-party adjustments discovered later.

7.6 Payment

Commission will normally be paid monthly, after the relevant monthly reporting period has closed, once any minimum payment threshold displayed in the Affiliate Account has been reached and all required due-diligence, tax and payment information has been provided. If no threshold is displayed, a default minimum payout of EUR 100 applies. Amounts below the threshold will be carried forward until the threshold is met.

Payments will be made using a payment method supported by the Affiliate Programme. Unless a different currency is shown in the Affiliate Account or agreed in writing, payments will be denominated in EUR. You are responsible for receiving-bank, wallet, intermediary, currency-conversion and similar charges unless expressly agreed otherwise.

You are responsible for all taxes, duties, VAT and similar amounts arising from payments to you. Where we are legally required to withhold tax or other amounts, we may do so and will provide reasonable supporting documentation where available.

8. Fraud, Abuse and Invalid Traffic

You must not knowingly send or benefit from fraudulent, incentivised, automated, duplicated, misleading or otherwise invalid traffic. You must take commercially reasonable steps to prevent abuse by your staff, customers, Affiliate Networks and traffic providers.

Where we reasonably suspect fraud, abuse, collusion, chargeback manipulation, bonus abuse, self-referral, duplicate accounts, false identity, misrepresentation of traffic sources or other material breach, we may investigate, suspend tracking or payments, withhold affected Commission, reverse previously credited amounts and/or terminate the Affiliate Account.

Any withholding or adjustment should be proportionate to the affected traffic or amounts where reasonably practicable. We may request information and supporting evidence from you, and you agree to cooperate promptly with such investigations.

9. Intellectual Property

All intellectual property rights in the Brand Websites, Programme Materials, trademarks, logos, content and technology remain owned by us or our licensors. Except for the limited licence expressly granted by this Agreement, no rights are transferred to you.

You may use approved trademarks and Programme Materials only for legitimate promotion under this Agreement and in accordance with our brand guidelines. You may not sublicense, sell, register, challenge, modify or create derivative branding without prior written approval.

Upon suspension or termination, or at any earlier time upon request, you must cease using our marks and remove or disable the relevant Programme Materials and Affiliate Links.

10. Confidentiality and Data Protection

10.1 Confidentiality

Each party must keep confidential all non-public commercial, technical, financial, customer and operational information received from the other in connection with the Affiliate Programme. Confidential information may be used only for performing this Agreement and may be disclosed only to personnel and professional advisers who need to know it and are subject to appropriate confidentiality obligations.

This obligation does not apply to information that is lawfully public, already known without restriction, independently developed, lawfully obtained from a third party, or required to be disclosed by law or competent authority. Confidentiality obligations survive termination.

10.2 Data protection

Each party will comply with applicable privacy and data-protection legislation. You must not collect, share, enrich, profile or otherwise process personal data relating to Customers on our behalf unless expressly authorised in writing and supported by an appropriate legal basis and data-processing arrangement.

You are responsible for the legality of any personal data you use for marketing, including consent, transparency, security, retention and data-subject rights. You must notify us without undue delay of any actual or suspected personal-data breach that could affect the Operator, Brand Websites or Customers.

11. Term, Suspension and Termination

11.1 Term

This Agreement begins on the date we confirm your acceptance into the Affiliate Programme and continues until terminated in accordance with this clause.

11.2 Termination for convenience

Either party may terminate this Agreement for convenience by giving thirty (30) days' written notice.

11.3 Suspension or immediate termination

We may suspend your Affiliate Account, marketing permissions, tracking or payments, or terminate this Agreement immediately, where we reasonably determine that:

- you have committed a material or repeated breach of this Agreement or the applicable Commercial Terms;

- your conduct creates a material legal, regulatory, licensing, fraud, sanctions, responsible-gambling, consumer-protection or reputational risk;
- you have used Spam, misleading advertising, prohibited brand bidding, self-referrals, fraudulent traffic or unauthorised incentives;
- you have failed to provide required due-diligence or compliance information within a reasonable period;
- continuing the relationship would expose us or a Brand Website to material regulatory or commercial harm.

Where the issue is capable of remedy and immediate action is not reasonably required, we may allow you a reasonable opportunity to cure the breach before termination.

11.4 Inactive accounts

If you cease meaningful promotion or fail to refer any new qualifying Customer for six (6) consecutive months, we may contact you to review the relationship and may prospectively amend the Commercial Terms, suspend the Affiliate Account or terminate this Agreement on notice. Any amendment will apply only from its stated effective date.

12. Consequences of Termination

Upon termination you must promptly remove or disable Programme Materials, Affiliate Links and any use of our marks, cease representing yourself as a participant in the Affiliate Programme and return or securely destroy confidential information where requested.

If we terminate for material breach, fraud, unlawful conduct or regulatory cause, we may withhold Commission directly attributable to the breach and you will have no entitlement to Commission generated after the effective termination date unless required by law or expressly agreed otherwise.

Following termination for convenience, no Commission will accrue for activity occurring after the effective termination date unless the Commercial Terms expressly grant continuing Revenue Share on previously referred Customers. Where such continuing Revenue Share is expressly granted, it will continue only for the period and on the conditions stated in the Commercial Terms, subject to continuing deductions, fraud rules and any applicable sunset period.

Termination does not affect accrued rights, payment obligations, confidentiality, intellectual property, indemnity, liability, tax, dispute or other provisions intended by their nature to survive termination.

13. Warranties, Indemnity and Liability

13.1 Affiliate warranties

You warrant that your participation, Affiliate Sites, traffic sources, marketing practices and materials will comply with Applicable Law and this Agreement; that you have all rights necessary to use your content and traffic sources; and that you will not infringe third-party rights or make unauthorised representations on our behalf.

13.2 Indemnity

You will indemnify us and our relevant affiliates, officers and employees against third-party claims, regulatory penalties, losses, damages and reasonable external legal costs arising directly from your material breach of this Agreement, unlawful marketing, infringement of third-party rights, fraud, negligence or acts of your Affiliate Networks, except to the extent caused by our own breach, negligence or wilful misconduct.

13.3 Disclaimer

The Affiliate Programme, tracking systems, Brand Websites and Programme Materials are provided on an “as available” basis. Except where prohibited by law, we do not guarantee uninterrupted operation, a minimum level of traffic, conversion, revenue, Commission or profitability.

13.4 Limitation of liability

To the maximum extent permitted by law, neither party will be liable to the other for indirect, special or consequential loss, or for loss of anticipated profits, business opportunity or goodwill, arising from this Agreement. Subject to liabilities that cannot lawfully be limited, our aggregate liability under this Agreement will not exceed the total Commission paid or payable to you during the twelve (12) months preceding the event giving rise to the claim.

14. Relationship of the Parties

The parties are independent contractors. Nothing in this Agreement creates an employment relationship, agency, partnership, joint venture, franchise or fiduciary relationship. You have no authority to bind us, enter into contracts on our behalf or make commitments or representations in our name.

15. Changes to the Agreement

We may amend this Agreement, the Commercial Terms or programme rules where reasonably required for legal, regulatory, technical, fraud-prevention or commercial reasons. We will give written notice of material changes before they take effect where reasonably practicable.

If you do not accept a material change, you may terminate the Agreement before the change takes effect. Continued participation after the effective date will constitute acceptance of the revised terms, provided this mechanism is permitted by Applicable Law.

Changes to individual commercial rates should be prospective only unless required to correct an error, fraud, regulatory issue or otherwise expressly agreed in writing.

16. Notices

Formal notices under this Agreement may be sent by email to the addresses recorded in the Affiliate Account or otherwise notified by either party. A notice will be deemed received on the next Business Day after transmission unless the sender receives a delivery failure message.

17. General Provisions

17.1 Assignment

You may not assign, transfer or subcontract this Agreement or your Affiliate Account without our prior written consent. We may assign this Agreement to an affiliate, successor or purchaser of the relevant business or Brand Website, provided your accrued economic rights are not materially prejudiced solely by the assignment.

17.2 Entire agreement

This Agreement, together with the applicable Commercial Terms and incorporated compliance or marketing rules, constitutes the entire agreement between the parties concerning the Affiliate Programme and supersedes prior understandings relating to the same subject matter.

17.3 Severability

If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary or severed, and the remaining provisions will continue in effect.

17.4 Waiver

A failure or delay in exercising a right is not a waiver. A waiver is effective only if given in writing by an authorised representative.

17.5 Force majeure

Neither party will be liable for delay or failure caused by events beyond its reasonable control, including major network outages, natural disasters, governmental action, war, civil unrest or widespread failure of third-party infrastructure, provided the affected party takes reasonable steps to mitigate the impact.

17.6 Third-party rights

Except for persons expressly entitled to benefit from an indemnity or limitation in this Agreement, no third party has a right to enforce this Agreement unless Applicable Law provides otherwise.

18. Governing Law and Disputes

This Agreement is governed by the laws of the jurisdiction in which the Programme Operator is registered, unless mandatory Applicable Law requires otherwise. Subject to mandatory law, the courts of that jurisdiction have exclusive jurisdiction unless the parties agree in writing to another dispute-resolution procedure.