

TERMS & CONDITIONS

Effective from August 08, 2024

Last updated August 08, 2024

This is an agreement (“The Affiliate Agreement”) between you (“you” or “Affiliate”, or “Impressario Casino affiliate”) and Impressario Partners, the Affiliate Program promoting the gaming website impressariocasino.com, operated by Starscream Limited, a company incorporated under the laws of Saint Lucia with registration number 2023-00007 and registered address in Saint Lucia. Starscream Limited is licensed and regulated in virtue of a Client Provider Authorization numbered 00952 issued on July 2023 by the Kahnawake Gaming Commission.

By enrolling in the Impressario Partners Affiliate Program and utilizing any of our marketing tools or accepting rewards, bonuses, or commissions, whether outlined in the Affiliate Agreement or mentioned elsewhere within our Affiliate Program, you acknowledge that you have read, comprehended, and agreed to the terms of the Affiliate Agreement.

We reserve the right to make occasional modifications to this agreement. Although we will make efforts to inform you of these changes, we advise you to regularly check this page for updates. Your ongoing participation in the Affiliate Program will signify your acceptance of the revised agreement.

1. Definitions

1.1. “Affiliate” or “Impressario Casino Affiliate” means you, the entity, or person, who applies to participate in the Impressario Casino Affiliate Program.

1.2. “Affiliate Account” refers to the account established by the Affiliate upon submitting an application to participate in the Affiliate Program, which is subsequently approved by Impressario Casino.

1.3. “Affiliate Agreement” encompasses (i) the entirety of the terms and conditions outlined in this document, (ii) the terms and conditions governing commission structures for various products and brands, and (iii) any additional rules or guidelines communicated to the Affiliate by Impressario Casino periodically.

1.4. “Affiliate Application” refers to the submission made by the Affiliate expressing the intent to join and participate in the Impressario Casino Affiliate Program.

1.5. "Affiliate Links" are internet hyperlinks utilized by the Affiliate to connect from the Affiliate website(s) or any other third-party website to the Impressario Casino's website(s).

1.6. "Affiliate Program" or "Impressario Partners" refers to the collaboration between Impressario Casino and the Affiliate, wherein the Affiliate promotes Impressario Casino's website(s) and establishes Affiliate Links from their affiliate website(s) to the Impressario Casino's website(s). In recognition of these services, the Affiliate receives a commission based on the traffic generated to Impressario Casino's website(s), in accordance with the terms outlined in this Affiliate Agreement and the relevant commission structure for specific products.

1.7. "Affiliate Wallet" denotes an online wallet registered in the Affiliate's name, where Impressario Casino disburses the commission and any other payments owed to the Affiliate. The Affiliate can withdraw funds from the wallet in accordance with the terms specified in the Affiliate Agreement.

1.8. "Affiliate Website" refers to any website that is managed, operated, or otherwise overseen by the Affiliate.

1.9. "Company" shall mean Starscream Limited.

1.10. "Company websites" means the website impressariocasino.com or other websites, including mirror websites, that may be added to Impressario Casino's Affiliate Program.

1.11. "Commission" means the percentage of the net gaming revenue (revenue share structure) calculated by the formula: $(\text{Bets} - \text{Winnings} - \text{Bonuses} - \text{Chargebacks} - \text{Net Balance Corrections} - \text{Fraud Costs} - \text{Admin Fee}) \times \% \text{ from NGR}$. Admin fee includes both payment system fees and game providers' fees. When agreed, the commission formula can incorporate either a predetermined sum for a new customer (CPA structure) as outlined in the commission structures or a blend of two commission structures (CPA + Rev Share).

1.12. "Commission structures" means any specific reward structures explicitly agreed between the Company and the Affiliate.

1.13. "Confidential information" refers to any commercially or fundamentally valuable information pertaining to the Company, including but not limited to financial reports, trade secrets, know-how, pricing and custom quotes, business details, products, strategies, databases, technology, information about new customers, existing customers, and users of company websites, as well as marketing plans and operational methods.

1.14. “Intellectual property rights” means copyrights, trademarks, service marks, domain names, brands, business names, and registrations thereof, as well as any other comparable rights of a similar nature.

1.15. “Net gaming revenue” or “NGR” means all monies received by the Company from new customers which is calculated by the formula: bets - winnings - bonuses - chargebacks - net balance corrections - fraud costs - admin fee. To clarify, the net gaming revenue figures mentioned earlier exclusively pertain to new customers who have been referred to the Impressario Casino website(s) through the Affiliate’s website(s).

1.16. “New customer” refers to an individual who, for the first time, becomes a customer of Impressario Casino by making an initial deposit equal to or exceeding the minimum deposit specified on the Company website’s player account, as outlined in the relevant terms and conditions. This definition explicitly excludes the Affiliate, along with its employees, relatives, and friends.

1.17. “Parties” means Impressario Casino and the Affiliate (each of them a “party”).

1.18. “Personal data” refers to any information, whether pertaining to an individual or a legal entity, which can be directly or indirectly linked to that person.

2. Affiliate obligations

2.1. Registering as Affiliate

In order to join our Affiliate Program, you are required to agree to these terms and conditions by checking the corresponding box during the submission of your Affiliate Application. The Affiliate Application is an essential component of the Affiliate Agreement.

We reserve the right to assess and decide upon the acceptance of an Affiliate Application at our discretion, and our decision is conclusive, without any right of appeal. You will receive an email notification indicating the success or rejection of your Affiliate Application.

You are obligated to furnish any documentation deemed necessary by the company for the purpose of verifying the Affiliate Application and ensuring the accuracy of Affiliate Account information throughout the duration of the Affiliate Agreement. Such documentation may encompass but is not confined to, bank statements, individual or corporate identity documents, and proof of address.

You are solely responsible for ensuring the accuracy of the information provided during your registration with the Affiliate Program, and it is your obligation to keep such information up-to-date at all times.

2.2. Affiliate login details

You are solely responsible for maintaining the confidentiality and security of your Affiliate Account login details.

Any unauthorized use of your Affiliate Account due to your failure to sufficiently safeguard your login information is entirely your responsibility. You bear sole responsibility and liability for all activities conducted under your Affiliate Account user ID and password, whether initiated by you or not. It is your obligation to promptly notify us if you suspect any illegal or unauthorized use of your Affiliate Account.

2.3. Affiliate Program participation

The Affiliate Program is designed for your direct participation. Opening an Affiliate Account on behalf of a third party, brokering, or transferring an Affiliate Account is not permitted. If an Affiliate wishes to transfer an account to another beneficial owner, they must contact us and obtain permission. Additionally, you are not allowed to open more than one Affiliate Account without our prior written consent.

By participating in the Affiliate Program, you commit to actively promoting Impressario Casino's website in line with the Affiliate Agreement and the Company's instructions. Your efforts should be geared towards activities that are in the best interest of the Company and do not compromise its reputation or goodwill.

You may use Affiliate Links or other approved materials to link to the Company websites. This is the exclusive method for advertising on our behalf.

2.4. Affiliate website

You are solely responsible for the creation, operation, and maintenance of the Affiliate website, as well as all content featured on it. It is your obligation to ensure that the Affiliate website complies with all relevant laws, including the General Data Protection Regulation (GDPR), and maintains a professional standard.

You are prohibited from presenting the Affiliate website in a manner that could cause confusion with the Impressario Casino website or create the impression that it is owned or operated by Impressario Casino.

The Affiliate website must not contain any defamatory, libelous, discriminatory, or otherwise inappropriate content. This includes, but is not limited to, materials or content that are violent, obscene, derogatory, pornographic, or unlawful in the target country.

2.5. Valid traffic and good faith

You are prohibited from directing traffic to the Impresario Casino's website by registering as a new customer, whether through direct means or indirectly (such as utilizing associates, family members, or third parties). Such actions will be considered fraudulent.

Additionally, you must not attempt to gain benefits from traffic that is not generated in good faith. If you have reasonable suspicions that a new customer referred by you is associated with bonus abuse, money laundering, fraud, or any other misuse of remote gaming websites, it is your responsibility to promptly notify us.

You acknowledge that any new customer identified as a bonus abuser, money launderer, fraudster, or involved in any form of affiliate fraud (whether reported by you or subsequently discovered by us) will not be considered a valid new customer under the Affiliate Agreement. Consequently, no commission will be payable for such new customers.

2.6. Unsuitable websites

You are prohibited from utilizing Affiliate Links or placing any digital advertisements that showcase our intellectual property on unsuitable websites, whether owned by third parties or otherwise.

Unsuitable websites encompass, but are not limited to, those directed at children, displaying illegal pornography or engaging in illegal sexual acts, promoting violence, endorsing discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, advocating illegal activities, or violating the intellectual property rights of any third party or the Company. Furthermore, unsuitable websites also include those that breach relevant advertising regulations or codes of practice in any territory where such Affiliate Links or digital advertisements may be featured.

2.7. Affiliate Links

The Affiliate Links must be presented with visibility equal to or greater than any other sales link on the Affiliate website.

You are only allowed to employ Affiliate Links supplied by the Company within the parameters of the Affiliate Program. Concealing your Affiliate Links, such as hiding the source of the traffic directed to the Impresario Casino website, is strictly prohibited.

2.8. Email and SMS marketing

Before sending any emails or SMS communications that (i) incorporate any of the Company's intellectual property rights, or (ii) aim to promote the Company website(s), you must obtain our prior permission.

Upon receiving approval from the Company, you must ensure that you have explicit consent from each recipient to receive marketing communications through the chosen form of communication (e.g. SMS or email) and confirm that these individuals have not opted out of receiving such communications. Additionally, it is essential to make it explicitly clear to the recipients that all marketing communications are sent by you and not on behalf of our Company.

2.9. Use of Company intellectual property rights

The utilization of the Company's intellectual property rights must adhere to any brand guidelines provided to you periodically and is contingent upon the necessary approval as outlined in the clause below.

You are prohibited from registering domain names, search terms, or other identifiers for use in any search engine, portal, app store, sponsored advertising service, or other referral service that are identical to any of the Company's trademarks or that otherwise incorporate the Company's trademarks.

2.10. Approved advertising materials

You are prohibited from employing any advertising layout or creative materials, including banners, images, and logos that incorporate our intellectual property rights, unless such materials were specifically provided to you by the Company. In cases where you create your own advertising layouts, advance written approval from the Company is required. Modification of the appearance of any provided advertising materials, or those for which approval was granted, is strictly forbidden.

You are responsible for obtaining timely approval from the Company before launching any advertising campaign or creative banners. It is imperative to secure written approval from the Company for advertising endeavors and to be able to furnish evidence of such approval upon request.

2.11. Loyalty programs

You are not allowed to provide any cash-back, value-back, or similar programs, except for those programs offered on the Impresario Casino website.

2.12. Responsible gaming

Impressario Casino is dedicated to promoting responsible gaming and preventing gambling addiction. You commit to actively collaborating with us in delivering a responsible gaming message. This entails refraining from using any material or targeting individuals who are under 18 years old or below the legal gambling age in their jurisdiction.

2.13. Illegal activity

You are prohibited from directing your efforts toward any territory or jurisdiction where gambling is deemed illegal. It is imperative that you consistently adhere to the relevant and applicable laws, refraining from engaging in any activities that may be deemed illegal in connection with the Affiliate Program or otherwise.

2.14. Data protection and cookies

You are obligated to consistently adhere to the General Data Protection Regulation (GDPR) and any prevailing or newly enacted data protection acts, regulations, or laws applicable to your jurisdiction. This encompasses all relevant legislation and/or regulations pertaining to the utilization of cookies.

2.15. Cost and expense

You are exclusively responsible for bearing all risks, costs, and expenses incurred in fulfilling your obligations under the Affiliate Agreement.

2.16. Company monitoring of Affiliate activity

You are required to promptly provide the Company with any assistance and information necessary for monitoring your activity under the Affiliate Program.

2.17. Commissions paid incorrectly

The Affiliate agrees to promptly return all commissions received, upon request by the Company, in connection with new customers referred to the company in violation of the Affiliate Agreement or associated with fraudulent or falsified transactions.

3. Affiliate rights

3.1. Right to direct new customers

You are given the non-exclusive and non-assignable right to refer new customers to specified Impressario Casino website(s) throughout the duration of this Affiliate Agreement. This must be done in strict accordance with the terms outlined in the agreement. It is important to note that you are not entitled to commission or any other compensation for business acquired through individuals or entities other than yourself.

3.2. Grant of Intellectual Property Rights License

We provide you with a non-exclusive, non-transferable license to use Impessorio Casino's intellectual property rights throughout the duration of this Affiliate Agreement. This license is solely for the approved display of promotional materials on the Affiliate website or other locations expressly approved by the Company in writing. It is important to note that this license cannot be sub-licensed, assigned, or transferred by you.

3.3. Player's personal data

In the context of the services provided under this agreement, it is clarified that the Affiliate will not be granted access to any personal data belonging to Impessorio Casino's customers.

4. Company obligations

4.1. We will exert our utmost efforts to furnish you with all the necessary materials and information for the effective implementation of the Affiliate Links.

4.2. We retain the sole discretion to register new customers referred by you to the Impessorio Casino website and monitor their transactions. We reserve the right to decline new customers or close their accounts if deemed necessary to comply with any requirements we may periodically establish.

4.3. We will provide monitoring tools that allow you to oversee your Affiliate Account, track your commission level, and manage the payment process.

4.4. We will utilize and process the personal data of an Affiliate or any affiliated employee, including the following: username for login, email address, name, date of birth, country and address, and financial data. This is done to maintain a high level of security, comply with Anti-Money Laundering legal requirements, and manage our business relationship.

4.5. Upon your strict compliance with the terms of the Affiliate Agreement, we will remit the commission to you in accordance with Clause 6.

5. Company rights and remedies

If you breach (or, where applicable, are suspected of breaching) this agreement, demonstrate negligence in your performance under the Affiliate Program, or fail to meet your obligations herein, the Company reserves the following remedies:

A) The authority to temporarily suspend your participation in the Affiliate Program for the necessary duration to investigate any activities that may violate the Affiliate Agreement. During this

suspension period, commission payments will also be temporarily halted.

B) The authority to retain any commission or other payment owed to the Affiliate, stemming from or associated with any particular campaign, traffic, content, or activity conducted or created by the Affiliate that violates the Affiliate's obligations under the Affiliate Agreement.

C) The authority to deduct from the commission funds that the Company considers reasonable to address any indemnity provided by the Affiliate herein or to cover any liability incurred by the Company due to the Affiliate's breach of the Affiliate Agreement.

D) Immediately terminate the Affiliate Agreement.

E) The authority to retain funds in the affiliate wallet if not withdrawn within a three-month period from the termination date of the Affiliate Agreement as per clause 9.1.

The rights and remedies outlined above shall not be mutually exclusive.

6. Commission and payment

6.1. Upon your compliance with the provisions of the Affiliate Agreement, you will be eligible for commission as specified in the commission structure. We reserve the right to modify the commission percentage and the method of calculating commission in accordance with this clause.

6.2. Commission calculations are performed at the conclusion of each month, and payments will be disbursed on a monthly basis, based on the submitted invoices, within 21 working days after the end of each Accounting Period.

6.3. All Affiliates are expected to provide finance with invoices based on their earned commission to: finance@impressario.partners on a monthly basis. To ensure timely commission payouts, affiliates should submit their commission invoices by the 15th of each month for the preceding qualifying period.

6.4. The minimum payout threshold is set at €250. Should an Affiliate's earnings not reach this specified threshold, the accrued commission will be carried over to subsequent months until the minimum payout threshold is met.

6.5. In the event of a commission calculation error, the Company reserves the right to rectify the calculation at any time. Any underpayment will be promptly disbursed, while any overpayment made to the Affiliate may be reclaimed.

6.6. The Affiliate may, at the company's sole discretion, be provided with the option to restructure their commission structure.

6.7. Players who enact a cool-off, self-exclusion, or disable their accounts within the same qualifying month or within 30 days after registration shall be considered Non-Qualified Players (NQP). All NQPs will not fulfill CPA requirements in the same qualifying month and are ineligible to activate the CPA structure.

6.8. The acceptance of a commission payment by the Affiliate shall be deemed as the complete and conclusive settlement of the balance owed for the relevant period. Should the Affiliate dispute the reported balance, they must notify the Company within fourteen (14) calendar days, clearly outlining the reasons for the disagreement. Failure to notify the Company within this timeframe will be construed as an irrevocable acknowledgment of the balance due for the relevant period.

6.9. The commission is considered exclusive of value-added tax or any other applicable tax. The Affiliate bears sole responsibility for settling any and all taxes, levies, charges, and other financial obligations payable to tax authorities, departments, or other competent entities arising from the compensation generated under the Affiliate Agreement.

6.10. Any parallel agreement executed between the parties (including but not limited to IOs) shall be deemed supplementary. In the event of any conflict or inconsistency with the Impressario Partners Terms and Conditions (TC), the Impressario Partners TC shall take precedence and govern.

7. High-roller policy

Individual players who win more than EUR 10,000 in a single month are excluded from the "no negative carry over" policy. Such players are removed from the affiliate commission calculations until they become "positive" again.

8. Confidential information

Throughout the duration of the Affiliate Agreement, you may periodically access confidential information pertaining to our business, operations, underlying technology, and/or the Affiliate Program (including, but not limited to, the commissions you earn under the Affiliate Program).

You commit to refraining from disclosing or using any such confidential information without our prior written consent, except as explicitly authorized. Furthermore, you agree to utilize the confidential information solely for the purposes outlined in the Affiliate Agreement. These obligations persist even after the termination of the agreement.

Additionally, you are prohibited from issuing any press release or similar communication to the public regarding your participation in the Affiliate Program without the prior written consent of the Company. The exact content of such communication must also be approved by the Company.

9. Term and termination

9.1. Term

The Affiliate Agreement becomes effective upon your approval as an Affiliate and remains ongoing unless either party communicates in writing its desire to terminate the agreement. In such a case, the agreement concludes 30 days after the written notice is provided. Email delivery is deemed a valid and immediate form of notification for termination purposes.

To clarify, the Company reserves the right to terminate the agreement (as outlined in Clause 5 above) with immediate notice at any time if the Affiliate fails to fulfill their obligations under the agreement or due to the Affiliate's negligence.

9.2. Affiliate actions upon termination

Upon termination, you are required to promptly remove all banners related to Impresario Casino from the Affiliate website(s) and deactivate all Affiliate Links leading from the Affiliate(s) website to the Impresario Casino(s) website.

All rights and licenses granted to you under the Affiliate Agreement will cease immediately.

You must return to the Company all confidential information and any copies thereof in your possession and control, discontinuing all uses of any company intellectual property rights.

9.3. Commission

In the event of the termination of the Affiliate Agreement, regardless of the reason, any commissions associated with new customers directed to the company during the agreement's term will not be payable to the Affiliate starting from the date of termination.

10. Miscellaneous

10.1. Disclaimer

We do not provide any explicit or implied warranties or representations concerning the Affiliate Program, the Company, or the commission payment arrangements. This includes, but is not limited to, assurances regarding functionality, fitness for a particular purpose, merchantability, legality, or non-infringement. Furthermore, we do not guarantee uninterrupted or error-free operation of our site and disclaim liability for any consequences arising from such interruptions.

In case of any discrepancy between the reports available in the Affiliate Account system and the Company database, the database is considered the accurate source of information.

10.2. Indemnity and limitation of liability

You are responsible for indemnifying and protecting the Company, our directors, employees, and representatives from any and all liabilities, losses, damages, and costs, including legal fees. This indemnification applies to situations arising from (a) your violation of any provision in the Affiliate Agreement, (b) the execution of your duties and responsibilities under the Affiliate Agreement, (c) your negligence, or (d) any injury resulting directly or indirectly from your negligent or intentional actions or omissions, or the unauthorized use of our creative materials, links, or this Affiliate Program.

The company will not be liable for any direct or indirect, special, or consequential damages, including but not limited to the loss of revenue, profits, or data, and any loss of goodwill or reputation arising in connection with the Affiliate Agreement or the Affiliate Program. This applies even if we have been informed of the potential for such damage.

10.3. Non-waiver

Our failure to insist on the strict compliance with any provision of the Affiliate Agreement by you does not waive our right to later enforce that provision or any other provision of the Affiliate Agreement.

10.4. Relationship of parties

The Company and the Affiliate are autonomous entities, and no provision in the Affiliate Agreement shall establish a partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You do not possess the authority to formulate or endorse offers or representations on our behalf. Additionally, you are prohibited from making any statements, whether on your site or otherwise, that would contradict any terms outlined in this Affiliate Agreement.

10.5. Force majeure

Neither party shall be held liable to the other for any delay or failure to fulfill its obligations under the Affiliate Agreement if such delay or failure is caused by factors beyond its reasonable control. These factors include, but are not limited to, labor disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes, or other casualties. If such an event occurs, the non-performing party is excused from performing to the extent prevented. However, if the force majeure event persists for more than thirty (30) calendar days, either party may terminate the Affiliate Agreement immediately by providing written notice.

10.6. Assignability

You may not assign the Affiliate Agreement, whether by operation of law or otherwise, without our prior written consent.

10.7. Severability

If any provision of the Affiliate Agreement is deemed invalid, illegal, or unenforceable, such provision will be ineffective only to the extent of such invalidity or unenforceability, without affecting the remainder of the Affiliate Agreement or any other provision herein.

10.8. English language

The Affiliate Agreement was initially drafted in English. In the event of any conflict or discrepancy between the English language version and any other language, the English version shall prevail.

10.9. Modification of Terms & Conditions

We reserve the right to modify any terms & Conditions in the Affiliate Agreement or replace it at any time and at our sole discretion. This may be done by posting a change notice or a new agreement on our site. Modifications may encompass changes in the scope of available commissions and Affiliate Program rules.

If any modification is unacceptable to you, you must terminate the Affiliate Agreement. Your continued participation in our Affiliate Program following the posting of a change notice or a new agreement will constitute binding acceptance of the modification or the new agreement.