

AFFILIATE TERMS AND CONDITIONS

Between FRECUO BUSINESS COMPANY LTD, a company registered in the register of companies in Bulgaria at the number 205107669 with registered office in Via G.S. Rakovski 145 ent. G, p.1, app.6 - 1000 Sofia - Bulgaria. Below also called "FRECUO BUSINESS COMPANY LTD e a company and / or association and / or legal entity and / or sole proprietorship and / or natural person, in any case over the age of 18, who stated the age in the registration form, reported to promote the products or the services offered by FRECUO BUSINESS COMPANY LTD, pursuant to and conditions below, below also called "Affiliate"

PREMISE

La **FRECUO BUSINESS COMPANY LTD**

- created and developed an affiliation platform available online at <https://www.diamodaffiliationbc.com>;
- offers Affiliates access to various marketing campaigns by sector, available on **Diamondaffiliation** platform.
- offers, to all members of the network, support and payment of commissions generated in the promotion of the advertising campaigns of the Operators, through the use of textual links and others marketing tools available on the **Diamondaffiliation** platform.

With regard to the above:

- 1) Any webmaster or site owner, to be part of the named affiliation network **Diamondaffiliation**, must register on the platform by filling out the appropriate online form and accepting the Terms and Conditions.
- 2) The Affiliate, with registration confirms to **FRECUO BUSINESS COMPANY LTD** that is not an individual private person under the age of 18 and who has full legal rights to enroll in the affiliation network. Yes highlights that **access is forbidden to minors under the age of 18**.
- 3) This agreement enters into force from the moment the user is approved as an Affiliate and will remain in force until its termination.
- 4) The Affiliate has his own and exclusive responsibility to ensure that he has the legal right to promote Operators through links or other marketing tools, on the WEB SITES and / or SPACES by the same indicated in the registration form.

FRECUO BUSINESS COMPANY LTD reserves the right to delegate these terms and conditions in any case conditions to any other company of his choice, without this entailing any authorization or request for any kind by the Affiliate.

ARTICLE 1: PURPOSE OF THE AGREEMENT

The purpose of this contract is to establish both the conditions and the terms and methods of implementation of activities and marketing campaigns carried out by the Operator on the platform, with the forecast and the committee structure / s for the Affiliate by **FRECUO BUSINESS COMPANY LTD**.

ARTICLE 2: OBLIGATIONS OF FRECUO BUSINESS COMPANY LTD

FRECUO BUSINESS COMPANY LTD obliges its affiliates to guarantee their operation platform, giving users access to services on the platform according to terms and conditions conditions of this contract, unless the partial malfunction also depends on the cause of the itself not imputable For this purpose it is specified that in case of technical failure that affects the operation of the platform for reasons independent of the will of **FRECUO BUSINESS COMPANY LTD**, by way of example and not exhaustive a failure in the system of the internet service provider, **FRECUO BUSINESS COMPANY LTD** undertakes to inform the Affiliate of the situation and provide for the resolution of the technical problem the most as quickly as possible, without in any case resulting in and / or leading to the establishment of any right or claim by the Affiliate against him.

FRECUO BUSINESS COMPANY LTD undertakes to record and store the digital information transmitted by users only for the period strictly necessary for the performance of the contract.

FRECUO BUSINESS COMPANY LTD is committed to ensuring permanent availability and access the Affiliate to the statistics of the advertising campaigns in progress, clicks, registrations, and generated profits (c.d. Commissions).

FRECUO BUSINESS COMPANY LTD will regularly release information, through newsletter, to members of the affiliate network, on new campaigns launched, while providing complete information on the terms and conditions of the campaign itself.

FRECUO BUSINESS COMPANY LTD reserves the right to accept or refuse unquestionably any new Affiliate. In case of refusal, **FRECUO BUSINESS COMPANY LTD** reserves the right not to provide any explanation regarding and / or compensation of any kind.

FRECUO BUSINESS COMPANY LTD undertakes to provide the Affiliate with all marketing tools necessary, such as text links and assistance, through EMAIL at info@diamondaffiliationbc.com

FRECUO BUSINESS COMPANY LTD will provide detailed information on commissions due to Affiliates. The same will be calculated on the basis of the statistics and reports held by

FRECUO BUSINESS COMPANY LTD.

The reports will be updated on a daily basis.

ARTICLE 3: OBLIGATIONS OF THE AFFILIATES

The Affiliate undertakes to implement and permanently display the links provided by **FRECUO BUSINESS COMPANY LTD** on every page of your website.

The Affiliate undertakes not to publish or show links on websites or spaces that are different from those indicated during registration without prior authorization from **FRECUO BUSINESS COMPANY LTD** the absolute prohibition of any action that may, even indirectly, lead to fraudulent action from the Affiliates.

Each Affiliate site must be expressly authorized by **FRECUO BUSINESS COMPANY LTD** for the purpose of start promoting an Operators' campaign.

The promotional material and the links of the Operators must and can be advertised only on the sites that will be authorized by **FRECUO BUSINESS COMPANY LTD**, the violation of this prohibition, such as in the case of banners used arbitrarily on a site not authorized by **FRECUO BUSINESS COMPANY LTD**, will determine the immediate suspension of the Affiliate and the consequent examination of the violation for the purposes

of the termination of the contract beyond the possible compensation for the damage that may derive from it Affiliate's.

The Affiliate undertakes to comply with the procedures for implementing each marketing campaign in accordance with the specifications provided by the Operator. Any other and any action not foreseen or not described in marketing campaign will be subject to the express approval of the Operator.

In particular, **FRECUO BUSINESS COMPANY LTD** emphasizes, highlights and draws the attention of the Affiliate on the following points:

- with reference to sending e-mails it is specified that it is formally prohibited for the Affiliate, who takes it expressly acknowledged, to promote the advertiser's website by sending an e-mail if not authorized to do so from the Operator, except for the case of use of promotional material provided by the Operator same. In the event that the Operator authorizes the e-mail, the Affiliate must obtain approval from **FRECUO BUSINESS COMPANY LTD** for the use of promotional material. Furthermore, the Affiliate certifies that the sending e-mail is done on an opt-in basis, in accordance with applicable law.

- with reference to the incentive, it is specified that it is absolutely forbidden to use any form of incentive to induce users to register with any operator among those on **Diamondaffiliation**.

- with reference to offline traffic it is specified that any form of offline traffic is prohibited, easily controllable and verifiable by cross-checking data between **FRECUO BUSINESS COMPANY LTD** security systems and those of any operator on **Diamondaffiliation**.

The affiliate acknowledges and is aware that it is forbidden, in any case, to adopt any behavior that induces and determines the registration with the abuse of a bonus offer by the Operators present on **Diamondaffiliation** or with an invitation to register only and only to use and use the aforementioned bonus.

Failure to comply with all of the above and in any case the behavior does not comply with what here provided by the Affiliate may result in his exclusion from the program in question and the transfer total of all commissions accrued through incentives, including any additional compensation of the damage caused.

The Affiliate also expressly acknowledges and accepts that it will be obliged in its entirety to hold the **FRECUO BUSINESS COMPANY LTD** in case of any claim or challenge by third parties it should arise as a result of the activity carried out by it, in the widest sense possible and without any limitation, beyond the eventual and further compensation of the damages occurred.

ARTICLE 4: BEHAVIOR OF BEHAVIOR

FRECUO BUSINESS COMPANY LTD, highlights and emphasizes to the Affiliate that all actions are prohibited aimed at artificially altering the commission due. Any action taken unlawfully by the Affiliate, with the intent to generate commissions, will be considered to be a fraudulent behavior with all the consequences of the case. Likewise, any action that does not comply with the implementation of a marketing campaign can be considered fraudulent **by FRECUO BUSINESS COMPANY LTD** without the latter necessarily required to provide further justifications. Where **FRECUO BUSINESS COMPANY LTD** considers the existence of fraud, the contract is intend to terminate with immediate effect, without any prior notice and without any compensation. If necessary, **FRECUO BUSINESS COMPANY LTD** will request the repayment of amounts unduly paid to the Affiliate, reserving the right to promote any and every action to protect and protect its Affiliates legal against the Affiliate himself, with the further possible request for compensation for damages and necessary in consequence, dependence and because of the behavior held by the Affiliate. If not previously authorized by **FRECUO BUSINESS COMPANY LTD** in writing, the following transactions do not will be taken into account in the calculation of commissions:

- multiple registrations in order to mislead the Operator;
- in general all the actions carried out by the Affiliate that lead to not respecting all these conditions, including their obligations to the Operator.

Furthermore the **FRECUO BUSINESS COMPANY LTD** in agreement with the operators present on **Diamondaffiliation** unquestionably reserves the right to cancel the commissions provided in case a percentage equal to or higher than 80% of the first deposits is equal only to the minimum baseline provided for every operator.

ARTICLE 5: INVOICING CONDITIONS AND PAYMENT TERMS

There are different types of remuneration: CPA (FIXED):

The so-called Cost of Acquisition model works with a fixed based gain exclusively on qualified / specific sales / actions.

REVENUE SHARE: The so-called revenue share payment model (translated: profit sharing) it is a percentage that is calculated on the profit generated by the users addressed by the Affiliate. HYBRID: payment model that combines the models of Revenue Share and CPA.

FRECUO BUSINESS COMPANY LTD will track each visit to the Operator's site. On the base of the information that will be processed and collected, the Operator will calculate and pay the commissions Affiliate.

FRECUO BUSINESS COMPANY LTD will process the reports on a monthly basis by 16 of the month following the reference one and / or in any case within the first working day after and after the 16 and issue the due payments within 30 days of issuing the monthly statement.

When the monthly statement is issued, an email with all the documents will be sent to the Affiliate by the staff detailed information on the billing of the fees.

ARTICLE 6: MODIFICATION OF A WEB SITE

Any changes made to the name of any of the operators' websites and any changes to the hosting location, its size, its objective, its update frequency, not will have no effect on the Contract, whose application, by law and automatically, will be in each case addressed to the modified website.

This Agreement refers to all the locations of the hosting of this site, existing or future.

In the event that the Affiliate modifies its website significantly or provides for the dissemination of campaigns marketing on other different sites, will be held and obliged to inform **FRECUO BUSINESS COMPANY LTD** in order to allow a re-evaluation of the characteristics of the Operator's site. Once the operation will be completed, the contract will apply automatically to these new sites automatically.

ARTICLE 7: LIABILITY OF THE CONTRACTING PARTIES

Neither of the contracting parties can be held responsible for any indirect loss suffered from the other.

None of the contracting parties will be liable for any damages, direct or indirect, or in any case that can, to some extent, be considered and / or brought back to this agreement, including, by way of exemplary and not exhaustive and therefore without limitation, the loss of profits, the loss of income, the loss of customers, loss or corruption of data.

FRECUO BUSINESS COMPANY LTD can not be held responsible by the Affiliate if it is not able to identify a new depositing user or a user from the affiliate site.

FRECUO BUSINESS COMPANY LTD expressly emphasizes that the advertising of bets and games offered on the affiliate platform or induction to betting and gambling, is subject to legal restrictions in some countries where they could be subject to prohibitions and related sanctions and in this case the Affiliate expressly acknowledges that he has no right to publish advertising material **FRECUO BUSINESS COMPANY LTD** on its website. Participation in the program is also prohibited affiliation and registration to it.

ARTICLE 8: INTELLECTUAL PROPERTY

Affiliates will have no intellectual right to promotional materials, products and / or services offered by the Operator if they advertise one of the brand promotions on their websites.

For the entire duration of the campaign and only for the specific campaign the **FRECUO BUSINESS COMPANY LTD** gives Affiliates the non-exclusive right to use the Trademarks and trade names of the Operator for purposes commercial.

Nothing in this agreement constitutes a license, assignment, transfer or other right of intellectual property, including, without limitation, patents, trademarks, copyrights, databases and know-how in the widest sense, which are and will remain the exclusive preserve of **FRECUO BUSINESS COMPANY LTD**.

ARTICLE 9: DURATION AND TERMINATION OF THE CONTRACT

This agreement is indefinite.

Except for the following cases:

Resolution for just cause

FRECUO BUSINESS COMPANY LTD may terminate the contract, with immediate effect, giving it written communication by e-mail to the Affiliate, in case of violation of any of its obligations materials as provided for in this agreement and where it can not be remedied within 10 days from receipt of the request made by **FRECUO BUSINESS COMPANY LTD**.

Resolution without just cause

The Affiliate expressly accepts and accepts that **FRECUO BUSINESS COMPANY LTD** will have the right to unilaterally terminate this agreement by giving the Affiliate 30 days' notice starting from receipt of the communication sent to these by e-mail, by **FRECUO BUSINESS COMPANY LTD**, without the need for any motivation and / or explanation of any kind. No request for damage may be advanced and / or demanded by the Affiliate for express provision.

Resolution for non-use

Each inactive affiliate account will automatically be closed and all related outstanding commissions will not they will be paid to the franchisee.

Consequences of the Resolution

In case of termination of this agreement, the Affiliate immediately ceases to use all services and the platform. The Affiliate will be obliged to return, no later than seven days after the resolution, all confidential information sent to it by **FRECUO BUSINESS COMPANY LTD** on pain of compensation for damage.

ARTICLE 10: GENERAL FINAL PROVISIONS

The Affiliate acknowledges and expressly accepts that this Agreement can not in any way be not even partial assignment to a third party, unless there is an express written authorization of **FRECUO BUSINESS COMPANY LTD**. Where for any reason it should be established that any provision of the This Agreement is not valid or inapplicable, the parties expressly agree that they will come into any case considered valid and operating the remaining clauses of the agreement. Acceptance of this agreement constitutes formal agreement and agreement between the parties, complete and exclusive as regards its object, and replaces any existing agreements, be they written or verbal, in relation to the subject. Any waiver, modification or correction of this agreement will be effective only if in writing and signed by the authorized representatives of each party.

ARTICLE 11: LAW AND JURISDICTION

This agreement is fully regulated and interpreted in accordance with the laws of the Republic Bulgara which, although not provided for therein, are in any case applied. All disputes or claims arising out of and / or relating to this agreement, and / or violation, and / or resolution and / or invalidity of the same, must be resolved through the preliminary recourse to arbitration in compliance with the provisions of the laws of the Bulgarian Republic.

ARTICLE 12: CHANGES AND CHANGES

The FRECUO BUSINESS COMPANY LTD reserves, in any case, without any notice, the right to modify or integrate the present contract at any time. The Affiliate acknowledges that however to the same will be notified of the change in the contract and that the publication on the site of the new conditions will find immediate application between the parties.

Place and date _____

Readable Signature

Identification document:

Typology _____ N. _____

Place and date of issue _____

Place and expiration date _____

Sign, also to the side of each sheet, adding the type of identification document and the number