

Terms and conditions - TuohiAffiliates.com

AFFILIATE PROGRAM

Version 1 Published 4th of September 2024

This Affiliate Agreement (the “Agreement”) contains the complete terms and conditions between us TuohiAffiliates (“TuohiAffiliates”) and You, regarding your application to participate as an affiliate (an “Affiliate”) of our Affiliate Program (the “Affiliate Program”). As an Affiliate, your role will be to promote the TuohiAffiliates Brand(s) (as defined below) operated by the Company and offered in the Affiliate Program.

It is vital that you (the “Affiliate”, “You”) read and understand these terms and conditions (“Terms”) and our Privacy Policy before using our product.

For the sake of clarity, the terms “we”, “us” and TuohiAffiliates” refer to Rusg Beithe Ventures Limited, a company registered in the Isle of Man with company number 021481V and registered address at 2nd Floor, Goldie House, Goldie Terrace, Douglas, Isle of Man, IM1 1EB. The company holds an OGRA license granted by the Isle of Man Gambling Supervision Commission (GSC) on 16th of August 2024 and is licensed and regulated in the Isle of Man.

By completing the Affiliate Application and clicking “I agree to the Affiliate terms and conditions” box (or similar wording) within the registration form, you will be deemed to have read, understood and agreed to participate in the Affiliate Program and abide by all the Terms set out in this Agreement. The Company reserves the right to amend, alter, delete or extend any provisions of this Agreement, at any time, at its sole discretion and in accordance with Article 19 of these Terms.

You shall be obliged to continuously comply with the Terms of this Agreement, the General Terms and Conditions and Privacy Policies of the Brand(s) as well as with any other rules and/or guidelines brought forward from time to time. An agreement between the Company and the Affiliate shall come into effect on the date when the Affiliate application is approved by TuohiAffiliates.

If you do not agree with the following Terms and Privacy Policy, you should stop your application.

1. Definitions

“**TuohiAffiliates**” means the name of the Affiliate Program which is owned and operated by the Company.

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

“**Affiliate Application**” means the application form available at Tuohiaffiliates.com, which serves as the means for the Affiliate to apply for participation in the Affiliate Program.

“**Affiliate Program**” means the collaboration between TuohiAffiliates and the Affiliate whereby the Affiliate promotes the TuohiAffiliates Brand(s) and creates Links from the Affiliate Website(s) to the TuohiAffiliates Brand(s). In return, the Affiliate is eligible to receive a commission, as defined under this Agreement, based on the traffic directed to the TuohiAffiliates Brand(s), subject to the Terms of this Agreement and the applicable Commission Structure.

“**Affiliate Website(s)**” means one or more website(s) on the Internet which are maintained and operated by the Affiliate.

“**Agreement**” means (i) all the terms and conditions set out in this document, (ii) the terms and conditions of the Commission Structures applicable to the different products, (iii) the Privacy Policy, and (iv) any additional regulations and/or guidelines provided by TuohiAffiliates, the Company, or its Brand(s) that are communicated to the Affiliate from time to time, by giving prior 14 days’ written notice to the Affiliate on the email address registered by the Affiliate.

“**TuohiAffiliates Brand(s)**” means Tuohi and any other brand(s) operated by the Company and promoted by TuohiAffiliates.

“**Commission Structure**” means the commission structure contained under Term 21 below or any specific commission structure expressly agreed between the Company and the Affiliate.

“Commission” means the percentage of the Net Revenue, or fixed amounts generated through CPA, or a mix of the two, as set out in the Commission Structure.

“Confidential Information” means any information of commercial or essential value for any of the Parties such as, but without limitation, financial reports and condition, trade secrets, know-how, prices, business information, products, strategies, databases, information about new customers, other customers and users of the Brand(s), technology, marketing plans and manners of operation.

“Intellectual Property Rights” means any copyrights, patents, trademarks, service marks, inventions, domain names, brands, business names, utility brands, rights in computer software, source codes, rights in databases and know-how, design rights, Confidential Information, registrations of the aforesaid and/or any other rights in the nature of the aforesaid.

“Links” means online hyperlinks from the Affiliate Website(s) to the TuohiAffiliates Brand(s).

“Customer” means an individual that has created and verified a new player account, registering directly after having been referred from the Affiliate Website(s) to the TuohiAffiliates Brand(s); has made a first deposit amounting to at least the applicable minimum deposit at the TuohiAffiliates Brand(s) in the TuohiAffiliates Brand(s) betting account in accordance with the applicable terms and conditions of the TuohiAffiliates Brand(s), but excluding the Affiliate, its employees, relatives and/or friends; and is not already in TuohiAffiliates’s customer database.

“Net Revenue” has the meaning attributed to it in Article 21. Net Revenue is calculated daily and combined into monthly Net Revenue.

“Admin Fee” includes, however, is not limited to the license fee, game provider fee, platform fee, transaction costs and other cost of services sold.

“Bonuses” in this case means paid bonuses to the customer, not granted bonuses. The difference is that a paid bonus is a type of bonus money where the customer has actually reached the wagering requirement and/or has received the funds on his/her real money wallet.

“Company” means Rusg Beithe Ventures Limited, a company registered in the Isle of Man with company number 021481V and registered address at 2nd Floor, Goldie House, Goldie Terrace, Douglas, Isle of Man, IM1 1EB. The company holds an OGRA license granted by the Isle of Man Gambling Supervision Commission (GSC) on 16th of August 2024 and is licensed and regulated in the Isle of Man.

“Parties” means TuohiAffiliates and the Affiliate (each a “Party”).

“Privacy Policy” means TuohiAffiliates Brand’s privacy policy, which can be found on the respective website operated by the Company

2. Purpose

TuohiAffiliates is in the business of marketing, logistical and general support services in connection with remote gaming. The Company licensed by the government of Isle of Man inter alia to assume responsibility for the advertising, marketing and promotional aspects of the online gaming business carried out on TuohiAffiliates Brands and as part of this function TuohiAffiliates is operating the Affiliate Program.

The Affiliate maintains and operates one or more Affiliate Website(s) on the internet, and/or refers potential customers to TuohiAffiliates Brands through other channels.

This Agreement governs the Terms which are related to the promotion of TuohiAffiliates Brands by the Affiliate, whereby the Affiliate will be paid a commission as defined in this Agreement depending on the traffic sent to TuohiAffiliates’s Brands and as subject to the Terms in this Agreement. The definition of the term “Net Revenue” can be found within Article 21 of the Terms. In case of an introduction of another product, or group of products in the future, TuohiAffiliates reserves the right to use an individual definition of the term “Net Revenue” for each product.

3. Acceptance of an Affiliate

We shall evaluate the Affiliate Application hereby submitted and shall inform the applicant in writing (email) whether the membership is accepted or not. We reserve the right to refuse any registration in its sole and absolute discretion.

4. Qualifying Conditions

4.1. The Affiliate hereby warrants that he/she:

4.1.2. is of legal age in the applicable jurisdiction in order to agree to and to enter into an agreement;

4.1.3. is competent and duly authorized to enter into binding agreements;

4.1.4. the Affiliate maintains and operates one or more websites on the internet (hereinafter collectively referred to as "Affiliate Website");

4.1.5. is the proprietor of all rights, licenses and permits to market, promote and advertise the Brands in accordance with the provisions of this Agreement;

4.1.6. will comply with all applicable rules, laws and regulations in correlation with the promotion of the brands;

4.1.7. fully understands and accepts the Terms of the Agreement.

5. Responsibilities and Obligations of the Company

5.1. We shall provide the Affiliate with all required information and marketing material for the implementation of the tracking link.

5.2. We shall administer the turnover generated via the tracking links, record the net revenues and the total amount of commission earned via the link, provide the Affiliate with commission statistics, and handle all customer services related to the business. A unique tracking identification code will be assigned to all referred customers.

5.3. The Company shall pay the Affiliate the amount due depending on the traffic generated subject to the Terms of this Agreement.

6. Responsibilities and Obligations of the Affiliate

6.1. The Affiliate hereby warrants:

6.1.1. to use its best efforts to actively and effectively advertise, market and promote TuohiAffiliates Brands as widely as possible in order to maximize the benefit to the parties and to abide by the guidelines of TuohiAffiliates as

they may be brought forward from time to time and/or as being published online.

6.1.2. to market and refer potential players to TuohiAffiliates Brands at its own cost and expense. The Affiliate will be solely responsible for the distribution, content and manners of its marketing activities. All of the Affiliate's marketing activities must be professional, proper and lawful under applicable laws and must be in accordance with this Agreement.

6.1.3. to use only a tracking link provided within the scope of the Affiliate Program, otherwise no warranty whatsoever can be assumed for proper registration and sales accounting. Also, not to change or modify in any way any link or marketing material without prior written authorization from TuohiAffiliates.

6.1.4. to be responsible for the development, the operation, and the maintenance of the Affiliate Website as well as for all material appearing on the Affiliate Website.

6.1.5. that it will not perform any act which is libelous, discriminatory, obscene, unlawful or otherwise unsuitable or which contains sexually explicit, pornographic, obscene or graphically violent materials.

6.1.6. that it will not actively target any person who is under the legal age for gambling.

6.1.7. that it will not actively target any Restricted Jurisdiction or any other where gambling and the promotion thereof is illegal. The Affiliate assumes full responsibility for such actions and agrees to indemnify and hold the Company harmless for any liability incurred by the Company resulting from non-compliance with the provision above.

6.1.8. that it will not generate traffic to TuohiAffiliates Brands by illegal or fraudulent activity, particularly but not limited to by:

- sending spam.
- incorrect meta tags.

For the avoidance of doubt, sending any emails or SMS communications to individuals without our prior consent is expressly prohibited. In the event we grant the Affiliate permission, it is the Affiliate responsibility to obtain explicit

consent from each recipient to receive marketing communications, ensuring that these individuals have not previously opted out of receiving such communications. Any form of spam will result in your account being closed and all funds due being withheld. The Company is liable to incur expenses in dealing with spam generated mail and these same expenses will be deducted from your account should we seek recourse. In this instance, the amount determined by us will be fair and deemed final and acceptable based on good faith and such amount will be collectable by law and deemed to have been accepted by you as fair and reasonable and as agreed to by registration as an affiliate of our Affiliate Program. Should these expenses not be covered by funds in your account we reserve the right to investigate other alternative means for obtaining payment including recourse to file a claim against you for unpaid amounts.

6.1.9. that it will not register as a player or make deposits directly or indirectly to any player account through its tracker(s) for its own personal use and/or the use of its relatives, friends, employees or other third parties, or in any other way attempt to artificially increase the commission payable or to otherwise defraud the Company. Violation of this provision shall be deemed to be fraud and give the Company right to terminate the Agreement with immediate effect, to close any related Affiliate accounts and to retain any earnings of an Affiliate who is found to violate this point.

6.1.10. that it will not present Affiliate Website in any way that might evoke any risk of confusion with TuohiAffiliates Brands and/or TuohiAffiliates and/or convey the impression that the Affiliate Website is partly or fully originated from TuohiAffiliates Brands.

6.1.11. with exception of the marketing materials as may be forwarded by TuohiAffiliates and/or made available online through the website Tuohiaffiliates.com the Affiliate will not use the “Brand” or other terms, trademarks and other intellectual property rights that are vested in the Company unless we consent to such use in writing.

6.1.12. that it will not purchase, attempt to register, or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service which are identical or similar to any of TuohiAffiliates’s Brand(s) and trademarks, trade names or otherwise include the “Brand” or variations thereof.

6.1.13. that it will not use any marks, terms, or images that are identical or similar to our trademarks, trade names, or brand names operated by us.

6.1.14. that it will not use any of TuohiAffiliates Brand(s)' trademarks, trade names or otherwise include the "Brand(s)" or variations that are confusingly similar, in affiliate URLs. Brand names may not be used in a derivative URL or subdomain.

6.1.15. that it will only generate traffic to TuohiAffiliates Brand(s) through SEO and PPC activities. Traffic originating from email, SMS, native or any other direct marketing is not allowed unless this has been approved beforehand in writing by the TuohiAffiliates Account Manager.

6.1.16. that it will not use any of the Brand(s) characters for marketing purposes unless TuohiAffiliates consents to such use in writing.

6.1.17. that it will comply with the applicable laws, regulations and codes of conduct concerning responsible gambling advertising which the Company is bound to comply with in the respective jurisdictions.

6.1.18. it will make sure that all marketing is clear, correctly advertised and mention that T&C's apply.

6.1.19. it will not give the impression that gambling can be a source of income or a way to pay off debts.

6.1.20. if it induces damages in the form of fines or penalties for TuohiAffiliates it will be held responsible for these damages.

Failure to follow these Terms will grant the TuohiAffiliates Affiliate Team the right to immediately terminate this Agreement.

7. Payment of commission

7.1. The Company agrees to pay the Affiliate a commission based on the Net Revenue generated from new customers referred by the Affiliate's Website and/or other channel. New customers are those customers of TuohiAffiliates who do not yet have and have not had a gaming account with any TuohiAffiliates Website and who access the Affiliate Website via the tracking link and who properly register and make real money transfers at least equivalent to the minimum deposit into their account of the

promoted Brand(s). The commission shall be deemed to be inclusive of value added tax or any other tax if applicable.

7.2. The commission shall be a percentage of the Net Revenue in accordance with what is set out in the Commission Structure for the particular product. The calculation is product specific and it is set out in every product-specific commission structure.

7.3. The commission is calculated at the end of each month and payments shall be performed by the end of the following calendar month, provided that the amount due exceeds €100. If the balance due is less than the minimum threshold, it shall be carried over to the following month and shall be payable when the accrued balance exceeds the minimum threshold.

7.4. If an error is made in calculating the commission, we reserve the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.

7.5. Acceptance of payment by the Affiliate shall be deemed to be full and the final settlement of the balance due for the period indicated.

7.6. If the Affiliate disagrees with the balance due as reported, it shall within a period of thirty (30) days send an email to us at affiliates@tuohi.com and indicate the reasons for such dispute. Failure to send an email within the prescribed time limit shall be deemed to be considered as an irrevocable acknowledgment of the balance due for the period indicated.

7.7. We may delay payment of any balance to the Affiliate for up to one hundred and eighty (180) days, while it investigates and verifies that the relevant transactions comply with the provisions of the Terms.

7.8. No payment shall be due when the traffic generated is illegal or contravenes any provision of these Terms.

7.9. The Affiliate agrees to return all commissions received based on fraudulent or falsified transactions, plus all costs for legal causes or actions that may be brought against the Affiliate to the fullest extent of the law.

7.10. For the sake of clarity, the Parties specifically agree that upon termination of this Agreement by either Party, the Affiliate shall no longer be

entitled to receive any payment whatsoever from us, provided that payments already due (earned and unpaid commissions) shall be paid out.

7.11. At the sole discretion of TuohiAffiliates, Affiliate may be given the opportunity to restructure its commission structure. Examples of alternative revenue sources could include a cost per acquisition (CPA) model. Once an Affiliate opts to accept TuohiAffiliates's offer for a different revenue structure to the standard commission structure outlined in article 21, then the Affiliate is aware and hereby agrees and understands that the new proposed revenue structure shall replace his existing commission structure in its entirety. Notwithstanding the above, all the Affiliate's obligations assumed under this present agreement will still continue to apply to the Affiliate up until the termination of this Agreement and thereafter in accordance with the Terms contained in this Agreement.

7.12. The Affiliate shall be exclusively responsible for the payment of any and all taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority, department or other competent entity by the Affiliate as a result of the revenue generated under this Agreement. The Company shall in no manner whatsoever be held liable for any amounts unpaid but found to be due by the Affiliate and the Affiliate hereby indemnifies the Company in that regard.

7.13. In the event that a player has obtained a cumulative win of 10,000 Euros on any of the TuohiAffiliates Brands in any given calendar month, such player shall be deemed a Big Winner. When calculating the Big Winner Commission, where such Commission earned from an Affiliate in relation to a Big Winner(s) is a negative amount in any given calendar month, we shall reserve the right to carry forward such negative amounts which shall be applicable to and set off against any future Commission payable to the Affiliate in relation to the Big Winner(s) until the negative balance has been fully set off against future positive Commission.

8. Termination of agreement

8.1. This Agreement may be terminated by either Party by giving a thirty (30) day written notification to the other Party.

The notice shall be sent to:

The Company: affiliates@tuohi.com

The Affiliate: Contact email address given by the Affiliate accepting the terms and conditions of the agreement

8.2. The contracting Parties hereby agree that upon the termination of this Agreement:

8.2.1. the Affiliate must remove all references to TuohiAffiliates Brands (including brands of its subsidiary companies) from the Affiliate's Website and/or other marketing channel and communications, irrespectively of whether the communications are commercial or non-commercial.

8.2.2. all rights and licenses granted to the Affiliate under this Agreement shall immediately terminate and all rights shall revert to the respective licensors, and the Affiliate will cease the use of any trademarks, service marks, logos and other designations vested in the Company being promoted by TuohiAffiliates.

8.2.3. the Affiliate will be entitled only to those earned and unpaid commissions as of the effective date of termination; however provided, the Company may withhold the Affiliate's final payment for a maximum period of 90 days' time to ensure that the correct amount is paid. The Affiliate will not be eligible to earn or receive commissions after this date.

8.2.4. if this Agreement is terminated by us on the basis of the Affiliate's breach of Terms or applicable laws, the Company shall be entitled to withhold the Affiliate's earned but unpaid commissions as of the termination date as collateral for any claim arising from such breach. It is further specified that such termination, due to a breach by the Affiliate of any of the clauses in this Agreement, shall not require a notice period and shall have immediate effect upon simple notification given to the Affiliate.

8.2.5. the Affiliate must return to us any and all confidential information (and all copies and derivations thereof) in the Affiliate's possession, custody and control.

8.2.6. the Affiliate will release the Company from all obligations and liabilities occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive

termination. Termination will not relieve the Affiliate from any liability arising from any breach of this Agreement, which occurred prior to termination and/or to any liability arising from any breach of confidential information even if the breach arises at any time following the termination of this Agreement. The Affiliate's obligation of confidentiality towards the Company shall survive the termination of this Agreement.

8.2.7. the Affiliate is to be aware that any operation from its end which runs counter to this Agreement may result in very serious consequences for the Affiliate itself, for the Brand(s), or for both Parties, including without limitation, fines, penalties, breaches of license conditions and ability to do business, as well as potential civil and criminal action against the Affiliate or the Brand(s) by the respective authorities. Without prejudice to any of our rights herein or at law, we may forthwith terminate this Agreement, in part or in its entirety, or any of your accounts should you act in breach of the foregoing and the Affiliate shall be held fully responsible and liable for any such resulting fine, penalty, claim, action, or loss which is caused to us as a result of your action or default as the case may be.

9. Liability

9.1. The Affiliate expressly acknowledges and agrees that the use of the internet is at its risk and that this Affiliate Program is provided "as is" and "as available" without any warranties or conditions whatsoever, express or implied. No guarantee is made that it will make access to its website possible at any particular time or any particular location.

9.2. We shall in no event be liable to the Affiliate or anyone else for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of TuohiAffiliates Brands or the Affiliate Program.

9.3. We shall not be liable for any direct, indirect, special, or consequential loss or damage, including but not limited to damages for any loss of business, profits or revenue, loss of goodwill or reputation, arising from this Agreement or the Affiliate Program.

9.4. The Company's total liability in contract, tort (including negligence) or for breach of statutory duty or other grounds, arising out of or in connection with this Agreement, shall be limited to direct damage, and shall not exceed

the amount of revenue which you have attained and which is payable to you under this Agreement during the six (6) month period immediately preceding the event giving rise to the liability or EUR 10 000 whichever is lower.

10. Indemnification

10.1. The Affiliate agrees to defend, indemnify and hold the Company (including brands of its subsidiary companies) its, successors, officers, employees, agents, directors, shareholders and attorneys, free and harmless from and against any and all claims and liabilities, including reasonable attorneys' and experts' fees, related to or arising from:

10.1.2. any breach of the Affiliate's representations, warranties or covenants under this Agreement.

10.1.3. the Affiliate's unauthorised use (or misuse) of the marketing materials.

10.1.4. all conduct and activities occurring under the Affiliate's user id and password.

10.1.5. any defamatory, libelous or illegal material contained within the Affiliate's Website or as part of the Affiliate's information and data.

10.1.6. any claim or contention that the Affiliate's Website or the Affiliate's information and data infringes any third party's patent, copyright, trademark, or other intellectual property rights or violates any third party's rights of privacy or publicity.

10.1.7. third party access or use of the Affiliate's Website or to the Affiliate's information and data.

10.1.8. any claim related to your use or the display of the Links on the Affiliate Website.

10.1.9. any violation of this Agreement.

11. Our rights

We reserve the right to refuse any player or close a player's account if necessary to comply with the Company's policy or to protect the interests of TuohiAffiliates. Additionally, we may refuse any applicant or close any Affiliate's account if required to comply with the Company's policy or safeguard our interests. If the Affiliate breaches this Agreement, its terms, or any other rules, policies, and guidelines, we may close the Affiliate's account and take any other legal actions to protect our interests.

12. Governing Law & Jurisdictions

12.1. This Agreement, its interpretation, performance or any breach thereof, shall be construed in accordance with the laws of Isle of Man

12.2. Any action or dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the Isle of Man courts.

13. Assignment of agreement

The Affiliate may not assign this Agreement, whether by operation of law or otherwise, without our prior written consent. If the Affiliate acquires or gains control of another affiliate, the accounts will coexist under individual terms. We may assign this Agreement at any time without the Affiliate's prior consent.

14. Non-waiver

Our failure to enforce the Affiliate's adherence to the Terms outlined in this Agreement shall not be considered a waiver of our right to enforce those terms at any time.

15. Force Majeure

Neither Party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from causes beyond the Party's reasonable control and is not the Party's fault. This includes, but is not limited to, labor disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes, or other casualties. In the event of a force majeure occurrence, the non-performing Party is excused from the

performance of its obligations to the extent they are prevented by the force majeure event. If the force majeure event continues for more than thirty (30) days, either Party may terminate the Agreement without notice.

16. Relationship of the Parties

Nothing in this Agreement, nor any action taken by either Party, shall be deemed to establish either Party (or their employees, agents, or representatives) as an employee or legal representative of the other Party. This Agreement does not create any partnership, joint venture, association, or syndication between the parties, nor does it confer any express or implied right, power, or authority for either Party to enter into any agreement or commitment on behalf of the other Party, or to impose any obligation on the other Party.

17. Severability / Waiver

Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. However, if any provision is found to be invalid, illegal, or unenforceable in any respect, it will be ineffective only to the extent of such invalidity or unenforceability, without affecting the remainder of this Agreement. No waiver will be implied from conduct or the failure to enforce any rights; a waiver must be in writing to be effective.

18. Confidentiality

18.1. All information, including but not limited to business and financial details, lists of customers and buyers, price and sales information, product-related data, records, operations, business plans, processes, product information, business know-how, trade secrets, market opportunities, and personal data of TuohiAffiliates, shall be treated as confidential. This information must not be used for personal commercial purposes or disclosed to any person or third party, either directly or indirectly, without the prior explicit written consent of TuohiAffiliates. This provision shall remain in effect even after the termination of this Agreement.

18.2. The Affiliate commits to using the confidential information solely for the purpose of fulfilling its obligations under this Agreement.

19. Changes to this Agreement

19.1. We reserve the right to amend, alter, delete, or add to any provisions of this Agreement at any time and at our sole discretion. We will provide 14 days' notice to the Affiliate via the email address registered by the Affiliate, subject to the terms outlined in this Agreement.

19.2. Modifications may include, but are not limited to, changes in the scope of available referral fees, fee schedules, payment procedures, and referral program rules. If any modification is unacceptable to the Affiliate, the Affiliate's only recourse is to terminate this Agreement. Continued participation in the Affiliate Program following TuohiAffiliates' posting of a change notice or new Agreement on Tuohiaffiliates.com will constitute binding acceptance of the change.

19.3. In case of any discrepancy between the meanings of translated versions of this Agreement, the English language version shall prevail.

20. Trademarks

20.1. Nothing in this Agreement grants the Affiliate any rights, title, or interest in the trademarks, trade names, service marks, or other intellectual property rights (hereinafter referred to as 'marks') of TuohiAffiliates or the Company.

20.2. The Affiliate agrees not to challenge, or assist or permit others to challenge or register, the marks of TuohiAffiliates or the Company (including its group companies) at any time during or after the term of this Agreement.

20.3. Additionally, the Affiliate shall not register or attempt to register any mark or website domain that is identical or similar to any mark belonging to TuohiAffiliates or the Company (including its group companies).

21. Commission Structure

Commissions are paid out as a percentage of the Net Revenue.
The Net Revenue is defined as:

Real Money Bets – Real Money Wins – Bonuses – Jackpot Contribution – Admin Fee

The Net Revenue share percentage is determined by the Net Revenue amount by customers referred by the Affiliate within the month the commission is paid for.

22. Data Protection

22.1. You agree to always comply with all applicable data protection and privacy legislation, as updated from time to time. This includes, but is not limited to, EU Regulation 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").

22.2. You will also adhere to all necessary notification procedures regarding the use of 'cookies' for all visitors to your website(s). Failure to comply with these Data Protection requirements will result in the immediate termination of this Agreement.

22.3. All data collected from customers referred by you for registration purposes shall remain the sole and exclusive property of the Company. You acknowledge and accept that you have no rights to this data.