

These Terms and Conditions were last updated on 28th May 2025

1. DEFINITIONS

- **Affiliate:** An individual or legal entity accepted by Diversum Partners into the Affiliate Program.
- **Affiliate Account:** A portal that tracks referrals, provides marketing tools, and hosts commission statistics.
- **Affiliate Program:** The marketing partnership offered by Diversum Partners to approved affiliates.
- **Affiliate Website:** Website(s) owned or operated by the Affiliate to promote Diversum Partners.
- **Company:** Diversum Partners and any of its associated companies.
- **Customer:** A person referred by the Affiliate who registers and deposits on Diversum Partners' websites.
- **FTD (First Time Depositor):** A Customer who registers and makes their first deposit via Affiliate tracking.
- **Net Gaming Revenue (NGR):** Gross revenue generated by Customers, minus bonuses, admin fees (25%), payment processing costs, chargebacks, taxes, and game provider fees.
- **Tracking Link:** Unique link issued to the Affiliate for tracking referrals and conversions.
- **Sub-Affiliate:** A new Affiliate recruited by a Master Affiliate, generating a commission override.

2. ENROLMENT & ACCEPTANCE

2.1. By applying to the Affiliate Program and accepting these terms, the Affiliate agrees to be bound by this Agreement.

2.2. Diversum Partners reserves the right to accept or reject applications at its sole discretion.

2.3. Commission payouts shall not be subject to performance-based KPIs unless expressly agreed in writing.

2.4. Tracking cookies placed through affiliate links have a duration of 30 days. If a potential customer clicks on multiple affiliate links, the most recent affiliate will receive credit for the referral.

3. AFFILIATE RESPONSIBILITIES

3.1. Promote Diversum Partners using only approved marketing materials.

3.2. Comply with all laws, advertising standards, and avoid targeting restricted jurisdictions.

3.3. Refrain from self-referrals or incentivizing sign-ups.

3.4. Refrain from any misleading advertising, unauthorized bonuses, or social media impersonation.

3.5. Maintain accurate content and update all promotional materials upon request within 48 hours.

3.6. Affiliates may only use intellectual property (e.g., logos, banners, and marketing material) provided by Diversum Partners. Unauthorized alteration, reproduction, or usage outside approved channels is prohibited. All such materials remain the sole property of Diversum Partners and must be deleted or returned upon termination of this Agreement.

4. SUB-AFFILIATES

4.1. Master Affiliates may refer Sub-Affiliates and earn 5% of their commissions, unless otherwise agreed in writing.

4.2. All Sub-Affiliate relationships must be pre-approved by Diversum Partners and connected through official tracking links.

4.3. Override commissions apply only to Sub-Affiliates operating under revenue share models. No override shall be granted on flat fee or CPA arrangements.

4.4. Unless otherwise agreed in writing, all Sub-Affiliate deals shall run for a standard duration of three (3) months.

4.5. In the event of a change in Sub-Affiliate ownership or primary contact, the Master Affiliate must reintroduce the new party within thirty (30) days in order to retain the override relationship.

4.6. Diversum Partners reserves the right to withhold commissions or terminate any Sub-Affiliate relationship at its sole discretion, at any time and without prior notice.

4.7. Master Affiliates shall not be held responsible or liable for the actions, obligations, or non-compliance of their Sub-Affiliates under this Agreement.

4.8. If a Sub-Affiliate generates no activity for a consecutive period of ninety (90) days, Diversum Partners shall assume ownership of the Sub-Affiliate account, and the Master Affiliate's override commission and link shall be automatically terminated.

5. STREAMER ACCOUNTS

5.1. Approved Affiliates may be granted access to promotional player accounts for marketing and streaming purposes only.

5.2. Streamer accounts may not participate in jackpot or progressive games. Any winnings from such games will be forfeited.

5.3. All promotional accounts may be subject to max cashout limits as determined by the assigned Affiliate Manager.

5.4. Bonuses may only be applied to streamer accounts with prior agreement.

5.5. Promotional accounts must not be used to trigger CPA commissions, nor for personal gambling purposes. Abuse will result in account termination and forfeiture of commissions.

6. COMMISSIONS

6.1. Default revenue share is 40% of NGR unless agreed otherwise in writing.

6.2. Negative revenue share balances shall not be offset against CPA commissions.

6.3. CPA models require clear qualification thresholds (e.g., minimum deposit, gameplay). Fraudulent or bonus-seeking activity will disqualify CPA eligibility.

6.4. Payouts are made monthly in arrears via BTC, USDT (ERC20), or EUR, provided commissions exceed the minimum threshold of EUR 50.

6.5. Invoices must be submitted within 3 months of service; otherwise, payment timelines may be extended.

6.6. Lifetime commissions apply unless termination occurs due to breach or fraud.

6.6a. Diversum Partners reserves the right to withhold or retroactively adjust commissions in the event of chargebacks, player fraud, payment failures, or clerical errors. The Affiliate will be informed of any such adjustments. Any overpayments must be returned within 30 days of notification.

6.7. Affiliates must not modify tracking links or use unauthorized tracking software. Affiliates are strictly prohibited from bidding on any keywords, search terms, or other identifiers that include any of the Diversum Partners brand names, variations, or misspellings in any pay-per-click (PPC) advertising on any platform, including but not limited to Google Ads or social media platforms. Violation of this clause may result in immediate account suspension and forfeiture of any unpaid commissions. Diversum Partners is not responsible for untracked activity caused by misconfiguration or alterations by the Affiliate.

7. TERMINATION

7.1. Either party may terminate this Agreement with 30 days' written notice.

7.2. Immediate termination may occur in cases of breach, fraud, or non-compliance with laws or these Terms.

7.3. Upon termination, Affiliates must cease using all marketing materials and remove all tracking links.

7.4. No further commissions will be due post-termination, except those already accrued.

7.5. If an Affiliate generates no new Customer registrations for a continuous period of twelve (12) months, Diversum Partners reserves the right to deactivate the Affiliate Account and forfeit any unpaid commissions unless otherwise agreed.

7.6. The Affiliate will be entitled only to those earned and unpaid commissions as of the effective date of termination. The Company may withhold the Affiliate's final payment for a period of up to 90 days following termination to ensure accuracy and compliance. The Affiliate will not be eligible to earn or receive commissions after this termination date.

7.7. The Company reserves the right to suspend an Affiliate Account without notice during investigation of suspected breach, fraud, or non-compliance. During suspension, commissions may be withheld, and all promotional activity must cease.

8. GOVERNING LAW

8.1. This Agreement is governed by the laws of Curacao. Any disputes must be resolved in the courts of Curacao.

9. CONFIDENTIALITY & DATA

9.1. All data, strategies, and customer information provided by Diversum Partners must remain confidential.

9.2. Affiliates must comply with applicable data protection laws, including GDPR where applicable. This includes, but is not limited to, ensuring valid consent is obtained for marketing communications, maintaining appropriate technical and organizational measures to safeguard personal data, and reporting data breaches to the Company immediately upon discovery.

10. BONUS ABUSE & CPA FRAUD

10.1. Bonus abuse includes, but is not limited to: coordinated sign-ups to exploit promotions, manipulation of wagering requirements, or using bonus offers solely for cash-out purposes. Such behavior will result in immediate disqualification from commissions and potential account termination.

10.2. CPA abuse includes, but is not limited to: self-referrals, incentivized traffic, coordinated accounts with minimal gameplay, and any action intended to trigger CPA payouts without genuine user engagement. Diversum Partners reserves the right to reverse or withhold CPA commissions and suspend accounts under investigation.

10.3. The Company may withhold payment of commissions during investigations of suspected abuse or fraud for a period not exceeding 180 days.

10.4. Verified cases of abuse or fraud will result in forfeiture of commissions, permanent account closure, and potential legal action.

10.5. The Company reserves the right to audit Affiliate activity and data at any time if fraud, manipulation, or breach is suspected. Affiliates must cooperate with reasonable requests for information and access to validate compliance.

11. CHANGES TO THE AGREEMENT

11.1. Diversum Partners reserves the right to amend these Terms at any time. Changes will be published on the Affiliate Portal. Continued participation constitutes acceptance.

12. MISCELLANEOUS

12.1. This Agreement does not create any partnership, employment, or joint venture.

12.2. No waiver will be implied from conduct. All waivers must be in writing.

12.3. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications.

12.4. In the event of any discrepancy between translated versions of this Agreement, the English version shall prevail.

For questions, contact: affiliates@diversumpartners.com