



## PARTNER AGREEMENT

Terms & Conditions

November 2025

## Terms and Conditions (November 2025)

This Affiliate Agreement (the “**Agreement**”) governs the terms and conditions that will regulate the relationship between **3102946676.SRL**, a limited liability company incorporated under the laws of Costa Rica, with registered office at **Provincia 01 San José, Cantón 18 Curridabat, Guayabos, del Fresh Market de Guayabos cien metros al norte y veinticinco metros al oeste, Casa color crema**, registration number **3-102-946676** (hereinafter, the “**Company**,” “**our**,” “**we**,” “**us**”) and the party intending to participate as an affiliate of the Company (hereinafter, the “**Affiliate**,” “**you**,” “**your**”) in the **Affiliate Program**, as defined below, in the Territory. It is important that you read and fully understand this document to ensure you understand your rights and obligations, as well as the consequences of any violations.

If you proceed with your **Application** to join our Affiliate Program (subject to approval of your request by the Company), we will deem that you have read, accepted, and understood the contents of this Agreement. If you do not accept this Agreement, or are not authorized to do so, you may not join the Affiliate Program and your Application will not be considered valid.

By registering and ticking the box “**I have read and accept the Terms and Conditions of the Playoda Affiliate Program**” (or similar wording), the Affiliate declares its intention and consent to participate in the Affiliate Program and to comply with the terms and conditions set forth in this Agreement which, therefore, becomes immediately binding and effective between the Parties.

If you have questions regarding this Affiliate Program, please contact:  
[affiliates@playoda.com](mailto:affiliates@playoda.com).

## 1. Definitions and Interpretation

The following definitions apply to capitalized terms, whether singular or plural. The definitions set out herein form the basis for interpreting this Agreement.

1.1. **Affiliate Account** means the Affiliate’s account on Cellxpert (or the affiliate platform used by Playoda), created after the Affiliate has successfully completed the Application and the Company has accepted the request.

1.2. **Affiliate** means you, the natural or legal person who joins our Affiliate Program and is subject to this Agreement.

1.3. **Agreement** means:

(i) the terms and conditions set out herein;  
(ii) the Company’s rules and/or procedures, the terms and conditions of use of the **Playoda Website** and/or of Cellxpert (or the affiliate platform); and  
(iii) any subsequent amendments made by the Company and accepted by the Affiliate.

1.4. **Affiliate Consideration** means the commission due to the Affiliate for disseminating **Approved Marketing Materials** to Recipients, calculated exclusively on the basis of the

data available on the Cellxpert system (or the affiliate platform) made available by Playoda in accordance with the terms and conditions of this Agreement, consisting of a percentage of **Net Revenue Share** or agreed **CPA** commissions.

1.5. **Cost Per Acquisition (CPA)** means the fixed value paid per **New Players** first linked to the Affiliate.

1.6. **Credentials** means the username and password designated by the Affiliate to access the Affiliate Account on Cellxpert. The username and password are considered the Affiliate's confidential information.

1.7. **Personal Data** means any information relating to, associated with, or enabling identification of one or more natural persons, including, by way of example but not limitation: name, surname, identity document number, email address, and contact telephone number, among others.

1.8. **Recipients** means adult natural persons who receive information about the Company and/or the **Playoda Website** from the Affiliate under the performance of this Agreement.

1.9. **Intellectual Property Rights** means trademarks, logos, trade names, distinctive signs, notices, or any other right or element considered intellectual property of the Company or the Affiliate.

1.10. **Application** means completion of the registration and request form to join the Affiliate Program, as well as the procedure detailed in Clause 2 of this Agreement.

1.11. **Fraud** means any act actually committed or attempted by the Affiliate or any Player that Playoda reasonably deems (i) illegal in any applicable jurisdiction; (ii) carried out in bad faith; or (iii) intended to defraud Playoda or the **Playoda Website** and/or to circumvent any contractual or legal restriction, regardless of whether such act causes actual damage to the Company or to the **Playoda Website**. Fraud includes, without limitation: collusion; abuse of bonuses or other promotions; abuse of incentive structures; violation of anti-money laundering regulations or other laws; spamming; false, misleading, or unauthorized advertising or statements; use of stolen credit cards; and unauthorized use of any Intellectual Property Right in violation of this Agreement.

1.12. **Privacy Policy** refers to the Company's personal data processing policy and any changes thereto, available on [www.playoda.com](http://www.playoda.com).

1.13. **Confidential Information** refers to all information, data, and documentation exchanged under this Agreement. Confidential Information includes, but is not limited to: personal data, business strategies, commissions and commission schemes, business plans or strategies, products, technology, financial reports, trade secrets, know-how, databases, or any other valuable information of the Company.

1.14. **Approved Marketing Materials** means the **Tracking Link**, **Banners**, text links, emails, and, more generally, all informational material approved by Playoda and available in the Affiliate Platform, which the Affiliate is authorized to use on the Affiliate's websites for disseminating information regarding Playoda and/or the **Playoda Website**.

1.15. **Net Gaming Revenue (NGR)** means the net profit generated by New Players—calculated using the following formula: stakes – winnings – taxes – bonuses – operating costs—on which the **Revenue Share** due to the Affiliate as **Affiliate Consideration** will be applied.

1.16. **Cellxpert** refers to the technology platform used by the Company to (i) analyze the traffic flow of Recipients from the Affiliate Site to the **Playoda Website**; (ii) establish the commission agreed between the Parties under this Agreement; and (iii) calculate the monthly commissions that the Affiliate will receive for New Customers referred to the **Playoda Website** under the Affiliate's collaboration pursuant to this Agreement.

1.17. **Applicable Law** refers to all laws, regulations, codes of conduct, guidelines, decisions, orders, and decrees that govern the provision of gambling services in the **Territory**, whether imposed by law or by any competent authority, including, by way of example but not limited to, the competent authorities in the Territory and any other authority for broadcasting, communications and/or any other relevant regulatory body in terms of media or consumers, anti-money laundering or data protection in that Territory, as amended or supplemented from time to time.

1.18. **New Player** or **New Customer** means a natural person who registers on the **Playoda Website** using the link provided by the Affiliate, makes a valid deposit, and participates in the games offered on the **Playoda Website**, accepting and complying with the Company's terms and conditions, and completes identity verification by submitting identification documents.

1.19. **Parties** refers, jointly, to the Company and the Affiliate.

1.20. **Affiliate Program** refers to the collaboration established between you and us, governed by this Agreement, with the objective of disseminating Approved Marketing Materials in exchange for payment of the commission defined in this Agreement and/or on Cellxpert.

1.21. **Revenue Share** means the percentage of **Net Gaming Revenue** due monthly to the Affiliate as **Affiliate Consideration**.

1.22. **Affiliate Site** means any website, social media account, or other digital channel controlled, managed, or owned by the Affiliate, through which Approved Marketing Materials concerning Playoda and the **Playoda Website** are disseminated.

1.23. **Playoda Website** means the website operated by the Company, accessible at the official address where regulated online games are offered — [www.playoda.com](http://www.playoda.com).

1.24. **Tracking Link** means the URL provided exclusively to the Affiliate via Cellxpert, used to identify the activity of Recipients who, accessing the Approved Marketing Materials from the Affiliate Site, land on the **Playoda Website** and become New Players. Through this unique, non-modifiable link, the Recipient who opens a gaming account on the **Playoda Website** for the first time will be automatically recognized as having originated from the Affiliate Site.

1.25. **Fraudulent Transactions** means deposits and any type of illegal or bad-faith transaction aimed at Fraud, regardless of whether it has caused damage to Playoda. This includes, by way of example but not limited to, deposits made with stolen cards, collusion, manipulation of services or systems, unlawful use of bonuses or other offers, and unauthorized use of third-party accounts.

## 2. Joining the Affiliate Program

### 2.1 Registration Procedure

To join the Affiliate Program, you must:

- a) correctly complete the Application form available on the Cellxpert portal, providing accurate, truthful, and updated information;
- b) accept the terms and conditions of this Agreement.

The application form is an integral part of this Agreement, and the Affiliate declares and warrants that all information provided online, directly or as part of the form, is true, accurate, and complete.

### 2.2 Evaluation of the Application

2.2.1 The Company reserves the right, at its sole discretion, to accept or reject any Application with no obligation to provide reasons.

2.2.2 Acceptance or rejection of the Application (decided at the Company's sole discretion) will be communicated to the Affiliate by email. If the request is accepted, the Company will send an email with instructions for accessing the Affiliate Account.

2.2.3 Only persons who have reached the age of eighteen (18) may become Affiliates or work for an Affiliate. The applicant's age will be verified during the affiliation request process.

2.2.4 Our policy is to prohibit and actively prevent money laundering or the financing of terrorist or criminal activities and any connected activity. We will therefore carry out checks on the Affiliate, collecting information from public sources and data as well as from information provided, which may include (but is not limited to): (i) personal documents (if a natural person) for the purposes of verifying identity, residence and/or address and/or age; or (ii) (if a company) company registry extracts and other documents aimed at verifying the identity of directors and the company's beneficial owner.

2.2.5 You must provide any information and/or documentation requested within thirty (30) days from registration. We reserve the right to suspend and/or terminate this Agreement, pursuant to Clause 11, in the event of failure to receive the requested information.

2.2.6 When completing the Affiliate Program registration form, the Affiliate must provide only truthful and accurate information regarding its identity and keep it always up to date by making necessary changes in the event of partial or total variations.

2.2.7 Within forty-eight (48) hours from registration, the Affiliate shall send via email to Playoda a valid identification document such as an identity card, passport, or driver's license.

2.2.8 Upon registration, the Affiliate shall also provide a detailed list of the sites it manages, which will qualify as **Affiliate Sites**. If the above list exceeds the space available on the online registration form, the Affiliate must send a detailed email containing the complete list of all sites it manages. The Affiliate also undertakes to periodically update such list whenever changes occur. All requested information must be sent to **affiliates@playoda.com**.

## **2.3 Opening the Affiliate Account**

Once your Application is approved, the Company will create your Affiliate Account within the Cellxpert system, which you can access using the Credentials chosen during registration.

## **2.4 Affiliate Responsibility**

You are responsible for keeping your Credentials confidential and protecting against unauthorized access to the Affiliate Account. Any activity carried out through your account will be considered performed by you.

# **3. Affiliate Obligations**

## **3.1 Dissemination of Approved Marketing Materials**

3.1.1 The Affiliate undertakes to disseminate the Approved Marketing Materials related to the **Playoda Website** in accordance with the provisions of this Agreement, applicable laws, and the instructions provided by the Company. The Affiliate must use the Tracking Links provided by the Company to track and direct Recipients to the **Playoda Website**.

3.1.2 Each Affiliate may hold only one Affiliate Account.

3.1.3 The Affiliate declares that it will use solely and exclusively the Approved Marketing Materials provided by the Company, which may be published along with phrases, images, or other elements previously approved by the Company and made available within the Cellxpert system.

3.1.4 For the entire term of this Agreement, the Affiliate must incorporate the Approved Marketing Materials prominently on the Affiliate Site, according to the provisions provided by the Company and in the agreed positions.

3.1.5 The Affiliate shall use the Approved Marketing Materials provided by the Company exclusively to perform the services under this Agreement.

3.1.6 In carrying out the activities under this Agreement, the Affiliate shall refrain from independently incentivizing registrations or deposits and from offering any other type of commercial promotion.

3.1.7 The Affiliate undertakes to perform its services on sites owned or managed by the Affiliate, excluding any site whose content is considered illegal under Italian law or is defamatory, discriminatory, obscene, contrary to imperative legal provisions, sexually explicit, pornographic, or violent. Furthermore, in performing the services, the Affiliate declares and warrants that the content published on its site does not violate any applicable law or regulation, nor any third-party intellectual or industrial property right or any other third-party right, and that such content is truthful, not misleading, up to date, and of high quality, and complies with Applicable Law, including advertising regulations, and is free, by way of example and without limitation, of spam, malware, dialers, or viruses.

3.1.8 The Affiliate shall not carry out on the Affiliate Site any activity contrary to the provisions of Italian legislation on gaming and betting, and shall constantly monitor compliance.

3.1.9 The Affiliate undertakes to comply with the prohibition of intermediation in the gaming sector, to this end, undertakes not to collect bets, collect stakes, pay out winnings and refunds, or pay out balances in a player's gaming account, and to responsibly perform the entrusted activities by cooperating with the Company to prevent the conclusion of gaming account contracts with minors and the activation as well as the top-up of gaming accounts by minors via an intermediary.

3.1.10 The Affiliate undertakes to comply with Applicable Law on advertising. By way of example but not limitation, the Affiliate may not transmit any commercial communication containing advertising messages with a **call to action** (e.g., an invitation to participate in a specific promotion or register on a particular platform), or imperative terms (e.g., **deposit now, don't miss out!**). The only communications permitted are informational ones, upon explicit request by Players.

3.1.11 Without prejudice to the preceding paragraph, if the Affiliate violates one or more of the prohibitions under advertising regulations, the Company may deem this Agreement terminated for reasons attributable to the Affiliate. In this regard, the Affiliate provides the fullest indemnity in favor of the Company for any fines and consequences of any kind that the latter may incur, including reimbursement of all legal expenses incurred by the Company and/or its representatives, due to violations of advertising regulations.

3.1.12 Any intentional, negligent, and/or unlawful conduct by the Affiliate shall be directly attributable to the Affiliate; the other Party shall have no civil, criminal, or administrative liability in this regard.

3.1.13 The Affiliate is not permitted to register trademarks or names that contain, resemble, or could be confused with Playoda trademarks, and may not claim ownership of any Playoda trademarks.

3.1.14 The Affiliate undertakes only to perform on its own site the activities under this Agreement; the Affiliate may not in any case purchase or register keywords or search terms

identical or similar to the **Playoda** brand across any digital acquisition channel (search engines, sponsored advertising services), including social media marketing platforms (Facebook, Twitter/X, and similar). All **PPC** activity, **SEO** activity targeting the brand, and any use of the Playoda brand within HTML code (meta tags, meta descriptions, meta content, page titles, and titles) are expressly excluded from the scope of this Agreement.

### **3.2 Marketing Materials**

3.2.1 The Affiliate is responsible for the content of the materials used, including but not limited to banners, links, social media advertising, and other digital material. The Affiliate warrants that such content is not misleading, deceptive, or contrary to applicable laws.

3.2.2 The Approved Marketing Materials used on the Affiliate Site may include, by way of example and without limitation, images, text, hyperlinks, odds feeds, multimedia elements, links, and other URLs of interest to the Company.

3.2.3 The creation of informational content will be carried out by the Company; the Affiliate may not modify it or include other content of different form and substance without the Company's written consent. All operations relating to inserting the informational content are the Affiliate's sole responsibility.

3.2.4 The Tracking Links will be provided by Playoda to the Affiliate exclusively for its use and may not be granted or licensed to third parties without Playoda's written authorization. In order for the Affiliate to receive the Affiliate Consideration due, potential New Players must arrive at the **Playoda Website** via the Tracking Link.

3.2.5 Playoda provides a unique Tracking Link to each Affiliate for the duration of this Agreement, through which Playoda will track New Players and calculate the **Revenue Share** and/or **CPA** to be recognized as Affiliate Consideration. For the avoidance of doubt, **Revenue Share** is recognized only if Affiliates use the provided Tracking Links. **Revenue Share** will not be recognized for Affiliates who use the landing URL directly (i.e., the address bar) or who, in any way, alter the Tracking Link provided by Playoda.

### **3.3 Compliance with Laws and Indemnity**

3.3.1 The Affiliate must comply with the Applicable Law and all local, national, and international laws relating to the promotion of online games of chance, including but not limited to regulations on advertising, personal data protection, consumer protection, and compliance with regulations against underage gaming, including by way of example but not limited to:

#### **3.3.2 Indemnity**

The Affiliate shall indemnify and hold Playoda, its officers, employees, and representatives harmless from any obligation, loss, damage, cost (including legal fees) arising from or connected to: (i) any breach by the Affiliate of the representations, statements, or terms of this Agreement; (ii) the Affiliate's compliance with all rights and obligations under this Agreement; (iii) negligence by the Affiliate; or (iv) damages caused by the Affiliate as a direct or indirect consequence of negligence, intentional acts, omissions, or unauthorized use of

banners, links, or this Playoda Affiliate Program; (v) infringement of Playoda's or third parties' Intellectual Property Rights.

### **3.4 Recipient Verification**

The Affiliate must ensure that Recipients are of legal age and have the legal capacity to participate in online games of chance in the Territory. The Company is not responsible for any violations arising from actions carried out by ineligible Recipients.

### **3.5 Non-Discrimination**

The Affiliate may not discriminate, harass, or abuse any person or group of people in promotional materials, nor promote content that could harm the Company's image.

## **4. Company Obligations**

### **4.1 Provision of Links and Promotional Tools**

The Company will provide the Affiliate with unique Tracking Links and other tools necessary for disseminating the Approved Marketing Materials. These tools will be updated periodically and will always be available in the Affiliate Account.

### **4.2 Timeliness of Payments**

4.2.1 The Company undertakes to pay the Affiliate the Affiliate Consideration due under the conditions set out in this Agreement. Payments will be made in accordance with the established payment terms.

4.2.2 The Affiliate Consideration will be calculated monthly and paid within thirty (30) days from the date the invoice (or receipt) is issued by the Affiliate.

4.2.3 The amount to be invoiced will be communicated via email and through the private area of the Cellxpert affiliate platform by the twentieth (20th) day of the following month.

### **4.3 Support and Assistance**

The Company will provide support to the Affiliate to resolve any issues related to the Affiliate Program and to answer general questions. Support will be provided through official communication channels such as email and dedicated platforms.

## **5. Consideration and Payments**

### **5.1 Calculation Method of Affiliate Consideration**

The Affiliate Consideration will be calculated based on registrations of New Players and their engagement on the **Playoda Website**, as detailed in the fee schedule available in the Affiliate Account on Cellxpert. The Affiliate Consideration may be subject to changes, which will be communicated to the Affiliate in advance.

## 5.2 Payment Method

Payments of the Affiliate Consideration will be made via the payment methods accepted by the Company. The Affiliate must correctly provide the information required for payment.

## 5.3 Payment and Invoicing Terms

5.3.1 Payments will be made monthly, after verifying the activities generated via the Affiliate's Tracking Link. Payments will be made within thirty (30) business days from the end of each month.

5.3.2 The percentage will be calculated based on the agreement concluded, and the default base percentage decided by [www.playoda.com](http://www.playoda.com).

5.3.3 The Company reserves the right to offer, for limited periods, more favorable terms than those initially agreed. The Affiliate is responsible for verifying the truthfulness and accuracy of the data entered for payment of the Affiliate Consideration.

5.3.4 Without prejudice to any other right or action, the Company reserves the right not to pay amounts due to the Affiliate if it believes that Fraudulent Transactions and/or suspicious transactions attributable to the Affiliate and/or the New Player have been carried out on the Affiliate's account, and/or if the Company believes, following its own checks, that the New Players associated with the Affiliate are fictitious. The Company's right to terminate this Agreement remains unaffected.

5.3.5 If the Affiliate Consideration accrued by the Affiliate in the reference month is a negative amount, Playoda reserves the right to carry forward and offset such negative amount against all future commissions that the Affiliate will accrue in subsequent months, until the negative balance is fully compensated.

5.3.6 If the **Revenue Share** accrued by the Affiliate in the reference month is less than one hundred (100) euros (or equivalent in the settlement currency), the Company reserves the right to carry forward that amount to subsequent months until the minimum payment threshold of one hundred (100) euros (or equivalent) is reached. If the Affiliate fails to accrue a Revenue Share of at least one hundred (100) euros within twelve (12) months, the Company shall have the right to reset the accrued commission amount and terminate this Agreement.

5.3.7 The Affiliate agrees that Playoda may issue **self-billing invoices** on behalf of the Affiliate for all supplies made under this Agreement until termination pursuant to Clause 6.3. The Affiliate shall not issue sales invoices in relation to the transactions contemplated by this Agreement.

5.3.8 Playoda will issue the self-billing invoice on behalf of the Affiliate indicating the name, address, and VAT number (if applicable) of the Affiliate, as communicated by the Affiliate, together with all other data necessary to issue a VAT invoice. Playoda will inform the Affiliate in the event that it outsources the management of self-billing to third parties.

5.3.9 The Affiliate must immediately inform Playoda in the following cases:

- if there is a change in VAT status (e.g., opening a VAT position or a change to the VAT number);
- if no longer subject to VAT; or
- if selling its business or a part thereof;
- if the Affiliate changes its bank details.

5.3.10 The Affiliate agrees to inform Playoda within fourteen (14) days from issuance if the invoice contains errors. If Playoda does not receive any notice of errors within fourteen (14) days from issuance, it means the Affiliate has accepted the invoice issued on its behalf by Playoda.

5.3.11 The Affiliate agrees that the VAT (if applicable) reported on the self-billing invoice issued by Playoda on behalf of the Affiliate for supplies made by the Affiliate under this Agreement is the output tax due by the Affiliate to the competent tax authority. For the avoidance of doubt, the Affiliate acknowledges that it remains responsible for any VAT and/or tax registration obligations, VAT accounting, VAT, tax and statistical returns, payments, and record-keeping, as applicable.

5.3.12 Unless otherwise agreed in writing, at the end of a calendar month the share of revenue due from Playoda to the Affiliate will be collected and paid automatically (pursuant to Clause 5.3) within thirty (30) days from the end of the relevant calendar month. Such revenue share will be paid in euros, VAT included (where applicable), at Playoda's discretion.

5.3.13 The Affiliate undertakes to indemnify on request and to hold Playoda harmless from and against any loss, claim, demand, damages, cost, expense (including, by way of example only, consequential losses and loss of profit, reasonable legal fees and VAT, if applicable), as well as from and against any liability suffered or incurred by Playoda, directly or indirectly, following a breach by the Affiliate of Clause 3.17 (brand bidding/usage restrictions) or as a consequence of any discrepancy between the VAT status declared and that actually applicable.

5.3.14 Playoda may use a third party (currently "Cellxpert") to make the platform available to affiliates and ensure systems maintenance. We have agreed certain service levels and expect them to be respected, but ultimately we do not have full control over such services and therefore cannot be held responsible for any malfunctions due to services provided by third parties. The Affiliate is required to cooperate with us and, to the extent necessary, with our third-party service providers, to give effect to the terms and spirit of this Agreement.

## 6. Effectiveness, Term, and Termination

6.1 By completing the registration form and ticking the box acknowledging that you have read and accepted these terms and conditions, the Agreement will take immediate effect and be considered binding on both Parties.

6.2 This Agreement has an indefinite term, unless early termination by either Party as set out in the following clauses.

6.3 This Agreement shall cease to have effect if Playoda, for any reason, ceases its activities or can no longer lawfully offer services in the Territory.

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## 7. Confidentiality

### 7.1 Confidentiality Obligation

The Affiliate undertakes to keep confidential all information received from the Company in relation to the Affiliate Program, including but not limited to details on commissions, contractual terms, strategies, and other sensitive data.

### 7.2 Exclusions from Confidentiality

The confidentiality obligation does not apply to information that:

- (i) is already public or becomes public without breach of this Agreement;
- (ii) has been lawfully obtained from sources not subject to confidentiality obligations; or
- (iii) is disclosed in accordance with a legal provision or at the request of a competent authority.

### 7.3 Duration of Confidentiality Obligation

The confidentiality obligation continues after termination of this Agreement for a period of **five (5) years**.

## 8. Intellectual Property

### 8.1 Company IP Rights

The Company holds all intellectual property rights relating to the **Playoda Website**, trademarks, logos, and other promotional content used within the Affiliate Program. The Affiliate does not acquire any intellectual property rights over such assets, except as strictly necessary to perform this Agreement.

## **8.2 Use of Trademarks and Promotional Content**

The Affiliate may use the Company's trademarks, logos, and informational content only in accordance with the Company's guidelines and solely for legitimate purposes and to promote the Affiliate Program. The Affiliate may not modify, copy, or distribute such content without the Company's explicit consent.

## **8.3 IP Infringement**

In the event of any infringement of the Company's intellectual property rights, the Affiliate undertakes to immediately cease unauthorized use and to compensate the Company for any damages resulting from the infringement.

# **9. Limitation of Liability**

## **9.1 Disclaimer**

The Company shall not be liable for direct or indirect damages arising from use of the Affiliate Program, including loss of profits, business opportunities, or damages resulting from system errors, service interruptions, or acts of third parties.

## **9.2 Affiliate's Responsibility**

The Affiliate is solely responsible for any violation of applicable laws or damage arising from its promotional activities. The Affiliate undertakes to indemnify the Company from any damage, liability, or cost resulting from unlawful actions or breaches of this Agreement.

## **9.3 Indemnification**

The Affiliate agrees to indemnify and hold harmless the Company, its directors, employees, and affiliates, from any claim, loss, damage, or cost arising from third-party actions or from the Affiliate's breaches of this Agreement.

# **10. Amendments to the Agreement**

## **10.1 Amendments by the Company**

The Company reserves the right to amend the terms of this Agreement at any time. Amendments will be communicated to the Affiliate via the Cellxpert portal or by email. The Affiliate must accept the amendments in order to continue to be part of the Affiliate Program.

## **10.2 Acceptance of Amendments**

If the Affiliate does not accept the proposed amendments, the Affiliate may terminate the Agreement with immediate effect. Otherwise, the Affiliate will be deemed bound by the amended terms.

## **11. Termination of the Agreement**

### **11.1 Termination by the Company**

The Company has the right to immediately terminate the Agreement in the event of and/or if:

- (i) breach by the Affiliate of the terms of the Agreement or of Applicable Law;
- (ii) fraudulent or deceptive activities by the Affiliate;
- (iii) any other conduct that damages the Company's image or business interests;
- (iv) cessation by the Affiliate of its business;
- (v) the Affiliate, when completing the registration form, provides false and/or incomplete statements/information, or fails to provide, within the required time, the additional necessary information;
- (vi) the Affiliate has performed activities related to this Agreement without having previously agreed them with Playoda (e.g., unauthorized use of Marketing Materials);
- (vii) the Affiliate has carried out activities not compliant with advertising regulations and/or the applicable regulations on public gaming;
- (viii) the Affiliate has, in Playoda's sole judgment, carried out activities attributable to Fraudulent and/or suspicious Transactions;
- (ix) the Affiliate has provided its services on sites whose content is considered illegal under Italian law, or is defamatory, discriminatory, obscene, contrary to imperative legal provisions, sexually explicit, pornographic and/or violent, as well as on sites that infringe third-party intellectual or industrial property rights or any other third-party rights, or the provisions of the Advertising Self-Regulation Code;
- (x) the Affiliate is inactive or fails to accrue commissions equal to the minimum threshold provided in this Agreement for more than twelve (12) months from the date of execution.

### **11.2 Termination by the Affiliate**

The Affiliate shall have the right to terminate this Agreement early by written notice to the Company, if the Company delays payment without any justification for more than thirty (30) days.

### **11.3 Withdrawal**

Either Party may withdraw from this Agreement unilaterally, freely, at any time and at its sole discretion, by giving written notice to the other Party with at least thirty (30) days' notice. In such case, no termination compensation or other indemnities shall be due to the other Party.

## 11.4 Effects of Termination

In the event of termination of the Agreement, the Affiliate must immediately cease using any material and content related to the Affiliate Program. The Company will continue to pay the **Revenue Share** accrued up to the date of termination.

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# 12. General Provisions

## 12.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or understanding, oral or written, relating to the subject matter of the Agreement.

## 12.2 Governing Law and Jurisdiction

This Agreement is governed by **Costa Rica's law** (*as per the original structure; brand/entity updated to Playoda*).

In case of disputes arising from the Agreement, the Parties agree that the exclusively competent court shall be the Costa Rican Court.

## 12.3 Severability

If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions shall remain fully valid and effective.

## 12.4 Assignment

The Company may assign its rights and obligations under the Agreement to third parties, while the Affiliate may not assign its rights and obligations without the Company's explicit consent.

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# 13. Communications

## 13.1 Communications between the Parties

All communications related to this Agreement must be made in writing and will be considered valid if sent via:

- (i) email to the address provided by the Parties,
- (ii) registered letter with return receipt to the registered office of the receiving Party,
- (iii) any other method of communication previously agreed between the Parties.

## 13.2 Communications from the Company

The Company may send communications relating to the Agreement to the Affiliate via email or through the Cellxpert portal, and such communications will be deemed received and accepted by the Affiliate once sent.

## 13.3 Communications from the Affiliate

The Affiliate must notify the Company of any change to its contact information, including changes to email address or registered office, through its Affiliate Account on Cellxpert.

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# 14. Force Majeure

## 14.1 Impossibility of Performance

Neither Party shall be deemed in breach of the Agreement if inability to perform any of the obligations under the Agreement is caused by events of **force majeure**, including but not limited to:

- (i) wars, riots, or acts of terrorism;
- (ii) natural disasters (earthquakes, floods, etc.);
- (iii) interruptions to telecommunications or internet services;
- (iv) regulatory or legal changes affecting the operations of the Company or the Affiliate.

## 14.2 Notice of Force Majeure

The Party invoking force majeure must inform the other Party as soon as possible and make every reasonable effort to minimize the effects of the force majeure event. If the force majeure event lasts more than **30** consecutive days, both Parties will have the right to terminate the Agreement without penalty.

# 15. Privacy and Data Protection

With regard to the activities carried out in performance of this Agreement, the Parties acknowledge that, pursuant to Regulation (EU) 2016/679 of 27 April 2016 (“**GDPR**”), **Playoda** acts as the **Data Controller** of personal data that will be processed by the Affiliate on Playoda’s behalf. In performing the services under this Agreement, the Affiliate undertakes to:

- a) comply with all applicable rules on personal data processing; and provide all necessary assistance that may be reasonably requested to ensure that all obligations incumbent on Playoda as Data Controller are fulfilled.

- b) process personal data—i.e., information exclusively relating to identified or identifiable natural persons—solely for the purposes of performing its contractual obligations, in accordance with the processing instructions received from Playoda and with the terms of this Agreement;
- c) ensure that its personnel involved in personal data processing under this Agreement have received appropriate training on applicable regulatory requirements and that no other personnel/employee or equivalent, whose work is not contemplated by this Agreement, will have access to personal data;
- d) indemnify and hold harmless Playoda from any and all liability in any forum arising from proven violations by the Affiliate of Italian personal data protection laws, claimed by third parties in relation to their personal data processed by the Affiliate in performing this Agreement;
- e) not use personal data for processing activities other than those necessary to fulfill its obligations under this Agreement and/or not transfer personal data to any third party for any purpose, including direct or indirect marketing purposes, of the personal data communicated for the performance of this Agreement;
- f) under no circumstances disclose personal data of any third party unless specifically requested by Playoda or unless the Affiliate has been authorized—where necessary under this Agreement—to disclose personal data to parent, subsidiary, or affiliated companies. Such transfers shall in any case take place without prejudice to the provisions set out herein;
- g) retain personal data only for the time necessary to pursue the purposes of processing and for as long as this Agreement remains in force.

## **16. Final Provisions**

### **16.1 Autonomy of Clauses**

If any provision of the Agreement is found invalid, illegal, or unenforceable, the validity of the other provisions shall not be affected and shall remain fully effective.

### **16.2 Amendment of the Agreement**

The Agreement may only be amended by a written instrument signed by both Parties. Any amendments are effective only if formalized in a document signed by both Parties.

### **16.3 Survival**

Provisions relating to confidentiality, intellectual property, limitation of liability, privacy, indemnity, termination, and any other provision which by its nature should survive termination, shall continue to be binding even after termination of this Agreement.

## **16.4 Legal Contacts**

For any legal matter relating to this Agreement, the Company may be contacted via its official email address or by registered letter at its registered office.

## **SIGNATURES**

This Agreement is executed electronically via [www.playoda.com](http://www.playoda.com).