

## Affiliate Terms and Conditions for Otherworld

Last Updated: April 7, 2025

This affiliate agreement (the “Agreement”), together with any appendices (the “Affiliate Program”) is entered into between **Jack’s House B.V.**, a company registered in Curaçao with company registration number 163817, operating as **Otherworld.xyz** (together with its affiliated companies herein referred to as “Otherworld”, the “Company”, “we”, “us”, “our”) and you, the affiliate (herein referred to as the “Affiliate”, “you”, “your”).

The Company reserves the right to modify this Agreement at any time. Should there be any material changes to the Agreement, you will be notified no less than 14 days’ notice after such changes are made through the email address you have provided.

In the event of a breach of this Agreement, the Company shall retain the right to all actions to enforce its rights or defend its position. You agree to fully and promptly comply with the Company’s requests in connection with such prosecution or defense. Furthermore, any traffic or other benefits derived from activities in violation of this Agreement will not be eligible for compensation or reward by the Company.

### 1. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

**1.1 Affiliate:** means the person or entity who applies to participate in the Affiliate Program.

**1.2 Affiliate ID:** means a unique identifier for tracking referred customer activity.

**1.3 Affiliate Account:** means the account of the Affiliate set up after an Affiliate Application is made by the Affiliate to take part in the Affiliate Program.

**1.4 Affiliate Agreement:** means (i) all the terms and conditions set out in this document, (ii) the terms and conditions of the Commission Structures, and (iii) any other rules or guidelines of the Company and/or websites made known to the Affiliate from time to time.

**1.5 Affiliate Application:** means the application made by the Affiliate to participate in the Affiliate Program.

**1.6 Affiliate Links:** refers to the tracking links used by the Affiliate to link from the Affiliate Website(s) or any other third-party website to our Brand.

**1.7 Affiliate Program:** means the program operated by the Company under which approved Affiliates are compensated for referring Customers to the Brand through approved Affiliate Links.

**1.8 Affiliate Website:** means any website which is maintained, operated, or otherwise controlled by the Affiliate.

**1.9 Brand:** means the Company’s “Otherworld” brand and related properties including, but not limited to, the domain otherworld.xyz, its logos, design, trade dress, and other brand-identifying assets.

**1.10 Company:** means Jack’s House B.V. and any of its affiliates, including parent companies, subsidiaries, and related corporate entities.

**1.11 Company Websites:** means otherworld.xyz and any other websites or mirror sites included in the Affiliate Program by the Company.

**1.12 Commission:** means the compensation payable to the Affiliate, calculated as a percentage of Net Gaming Revenue or as a fixed fee per New Depositing Customer, in accordance with Section 3.

**1.13 Commission Structures:** means the specific compensation arrangements agreed upon between the Company and the Affiliate.

**1.14 Confidential Information:** means any non-public information relating to the business of the Company, including, but not limited to, financial data, marketing strategies, trade secrets, technical information, user data, customer lists, and pricing.

**1.15 Cost Per Acquisition (CPA):** means the cost to acquire a new Customer.

**1.16 Customer:** means any individual referred by the Affiliate who registers and engages in real-money gaming activity on the Company Websites.

**1.17 First Time Deposit (FTD):** means a Customer's first time deposit.

**1.18 Fraudulent Activity:** Any activity deemed deceptive, including false registrations, bonus abuse, or unauthorized transactions.

**1.19 Gross Gaming Revenue (GGR):** The total revenue generated by referred Customers before deductions.

**1.20 High Roller:** means a Customer who places unusually large wagers or deposits.

**1.21 Intellectual Property Rights:** means any copyrights, trademarks, service marks, domain names, brands, business names, and registrations of the aforesaid and/or any other similar rights of this nature.

**1.22 Marketing Materials:** Banners, links, and other promotional tools provided by the Company.

**1.23 Net Gaming Revenue (NGR):** means net gaming revenue generated by referred Customers after deductions.

**1.24 New Depositing Customer:** means a Customer who has registered and made a deposit on the Company Website for the first time.

**1.25 Parties:** means the Company and the Affiliate (each a "Party").

**1.26 Prohibited Territories:** Countries or regions where marketing the Company is barred as specified in Section 7.

**1.27 Revenue Sharing:** means where the Company pays a percentage of its revenue to the Affiliate for every Customer referred.

**1.28 Wagers:** means the total value of any currency used to play on games.

## **2. Affiliate Obligations**

By executing this Agreement, you understand and agree that you:

- shall use your best efforts to actively and effectively advertise, market and promote our Brand, as widely as possible in order to maximize the benefit to the Parties and to abide by the guidelines of the Company as they may be brought forward from time to time and/or as being published online.
- are responsible for promoting the Company by implementing content on your direct and indirect channels regarding the Company Brand. Market and refer potential customers to the Company at your own cost and expense.
- will be solely responsible for the distribution, content and manners of your marketing activities.
- must ensure that all of your marketing activities are professional, proper and lawful under applicable laws and must be in accordance with this Agreement.
- shall 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 us.
- 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.
- will not actively target for gambling any person who is under the age of 18.
- will not actively target any Prohibited Territories or any other places where gambling and the promotion thereof is illegal.
- will not generate traffic to our Brand by illegal or fraudulent activity, particularly but not limited to by sending spam, incorrect meta tags or incorrect tracking links.
- will not be sending any emails or SMS Communications to individuals without the Company's prior consent is expressly prohibited. 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 the Company seek recourse. In this instance the amount determined by the Company 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 the Company. 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.
- shall not participate in any fraudulent, disreputable, unethical or illegal activity, or partake in any activity which is not beneficial to the Company and the Affiliate Program or that are not in the best interests of the Company, the Affiliate Program or the Company's end-users.
- will not give the impression that gambling can be a source of income or a way to pay off debts.

- will not advise Customers from Prohibited Territories to access the site using a VPN.

## **2.1 Affiliate Guidelines**

2.1.1 To join our Affiliate Program, you must agree to these terms and conditions by selecting the appropriate checkbox during the Affiliate Application process.

2.1.2 The Affiliate Application will constitute an essential component of the Affiliate Agreement. Acceptance of an Affiliate Application is entirely at our discretion, and our decision is final, with no option for appeal.

## **2.2 Affiliate Websites**

2.2.1. You will be solely responsible for your marketing activities (including but not limited to distribution, content and lawfulness of the same) and/or any other development, operation and maintenance of your Affiliate Website. You shall at all times ensure that the Affiliate Website is compliant with all applicable laws.

2.2.2 Affiliate will develop and/or implement marketing and/or public relations strategies that have as their direct or indirect objective the targeting of marketing the sites, services or gaming in general to any persons who are less than 18 years of age (or such applicable age as may apply in the relevant jurisdiction), regardless of the age of majority in the marketing location.

## **2.3 Valid Traffic and Good Faith**

2.3.1. Banners and links may not be placed within unsolicited e-mails, unauthorized newsgroup postings, or chat rooms or through the use of "bots". Traffic generated illegally will not be counted towards any revenue generated by you.

2.3.2 If we determine that you are engaging in illegal or fraudulent activities, such as spamming or artificially inflating commissions, or if you present your site in a way that could confuse customers about the relationship between you and us, we reserve the right to immediately terminate this Agreement. You shall not make any claims, representations, or warranties in connection with the Company and you shall have no authority to and shall not bind the Company to any obligations

2.3.3. You will not knowingly benefit from known or suspected traffic not generated in good faith, irrespective of whether it causes actual or perceivable damage to the Company. Should fraudulent activity arise through a person directed to a site via your link, we retain the right to retract the commissions paid to you at any time and immediately terminate the Affiliate account. Our decision in this regard will be final and we shall not be legally obliged to hold any preliminary discussions with you to this effect. If we have reasonable cause to believe that such traffic has been caused by you, we shall reserve the right to retain all amounts due to you under this Agreement.

## **2.4 Tracking Links and Promotional Materials**

2.4.1. Only approved and properly tagged creative materials, supplied by us from time to time, may be used to promote the Company. Advertorials and personal endorsements are allowed, but all materials not designed by the Company need to be approved in writing; such approval shall not be unreasonably withheld by us.

2.4.2. You may not modify any content supplied by the Company without the written prior consent of the Company.

2.4.3 You may not modify or publish any offline tracking codes not supplied and approved by the Company.

2.4.4. By agreeing to participate in the Affiliate Program, you are also agreeing to the:

- use of banners, text or promotional material and placement of such on your site;
- use of any banners, text or promotional material within any e-mails; and
- direct marketing (which shall also include printing) of any banners, text or promotional material using your URL as provided from time to time by the Company.

The above-mentioned methods are ways by which you may advertise on the Company 's behalf.

## **2.5 Prohibited Activities**

2.5.1 You shall not purchase or register domain names, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service and which are identical or similar to any of the marks or variations thereof.

2.5.2 The use of brand names or any variation of these names or any use of any words that are confusingly similar, in Affiliate Links is restricted and prohibited. The Brand may not be used in a derivative URL or subdomain. For example:

- [www.Yoursite.com/Otherworld.html](http://www.Yoursite.com/Otherworld.html) – PERMITTED
- [Otherworld.Yoursite.com](http://Otherworld.Yoursite.com) – NOT PERMITTED
- [www.YoursiteOtherworld.com](http://www.YoursiteOtherworld.com) – NOT PERMITTED

2.5.3 Any use of the Company's Intellectual Property Rights must be in accordance with any Brand guidelines issued to you from time to time and are always subject to the approval required in clause 2.6 below.

## **2.6 Approval and Content Usage**

2.6.1 You must obtain our prior written approval before using the Company content, and you are not allowed to modify its appearance or reference us in any promotional materials without our express written consent. The appearance and syntax of any hypertext transfer links shall be determined by us.

## **2.7 Compliance and Legal Responsibility**

2.7.1. The Affiliate will be solely responsible for its marketing activities (including, but not limited to distribution, content and lawfulness of the same).

## **3. Payments**

### **3.1 Commissions**

3.1.1 Only properly tagged and legitimate customers can be assigned to an Affiliate. Should an Affiliate tag be improperly inserted into the Affiliate Website or not properly received by the Company, the resulting customer registration and purchases will not be assigned to the Affiliate. Therefore it is the responsibility of the Affiliate to ensure that all links are properly tagged.

3.1.2 Payments are made in Euros or in the cryptocurrency as specified in your account. It is the sole responsibility of the Affiliate to ensure cryptocurrency wallet addresses are correct and accurate. Any failed payments made as a result of incorrect information shall not be refunded or reprocessed at the expense of the Company.

3.1.3 Affiliates that choose to accept payments in Everyworld Tokens (“\$EVERY Tokens” or “\$EVERY”) will receive a 50% bonus on Commissions paid. For example, an affiliate set to receive €100 in payments in USDC can choose to receive €150 in payments in \$EVERY, based on the price of \$EVERY according to coinmarketcap.com at the time of payment.

3.1.4 Payment shall be processed around the **15th of the following month** in which the traffic was generated. If we suspect the terms and conditions have been breached or the occurrence of fraud traffic, the payment request may be held over for investigation up to 90 days and your account will be frozen until we can validate that there has been no breach of these terms and conditions.

3.1.5 The Company has a right to cancel an Affiliate’s agreement and set a new agreement unilaterally notifying the Partner one (1) business day in advance. Reasons for cancellation may include, but may not be limited to:

- Low quality traffic; or
- Low conversion that may lead to a negative balance.

3.1.6 You hereby recognize that after the cancellation of an Affiliate’s agreement and setting of a new agreement, all subsequent traffic that is brought by the Affiliate (registrations, first time deposits and subsequent deposits) will after one (1) business day be paid under conditions of the new agreement.

3.1.7 The minimum amount to be paid to you each month shall be EUR 100. Any balance below this amount will not be eligible and will be carried forward to the next month until the minimum payment threshold is met.

3.1.8 If there is a pending payment due to an Affiliate for a period of one (1) year or more as a result of incorrect payment details, missing payment details, invalid or no-longer-valid payment details and the Affiliate has not responded to all reasonable contact attempts made by the Company, the payment will be canceled.

## **3.2. Revenue Sharing Payment Terms**

3.2.1 If you are enrolled in the Program on a Revenue Sharing basis, the following terms apply (provided that no other terms were agreed upon):

3.2.2 The Company will pay out a monthly revenue share on the commissionable earnings generated by each customer referred by you, as defined by the Company.

3.2.3 Any customer with payment chargebacks (a financial transaction reversal initiated by the issuing bank or financial institution of a credit or debit card in response to a dispute filed by a cardholder) or fraudulent activity shall have their activity in its entirety removed from any commission calculations. Bonus costs will be deducted from commission calculations.

### **3.3. Cost-Per-Acquisition (CPA)**

3.3.1 Duplicate accounts and self-excluded Customers will be deducted from the CPA part of the Commission.

3.3.2 In the case that an FTD cap was negotiated, then the partner commission will be paid only for the negotiated number of FTDs, unless otherwise agreed.

### **4. Tracking and Reporting**

4.1 We use tracking technology to monitor referred customer activity via Affiliate IDs. You are responsible for ensuring proper tracking.

4.2 Reports on customer activity and commission calculations are available in the affiliate portal. These reports are final and binding unless disputed within 30 days.

### **5. High Roller Policy**

Under the Affiliate Program, the following High Roller Policy shall apply:

5.1 If a Customer, deemed to be a “High Roller” at the sole discretion of the Affiliate Program, generates negative commissionable revenue in a given month, such negative revenue will carry forward and shall offset future commissionable revenue generated by the same High Roller until the negative balance is cleared.

5.2 The criteria for classifying a Customer as a High Roller are as follows:

(i) The Customer generates at least €10,000 in negative commissionable revenue (after tax) in a given month, and the aggregate commissionable revenue for that month associated with the Affiliate for that specific Customer is also negative.

(ii) If the above conditions are met, the High Roller's negative commissionable revenue will be carried forward and offset against their future positive commissionable revenue.

(iii) The negative balance of a High Roller cannot be offset against positive commissionable revenue generated by other Customers.

(iv) Future positive commissionable revenue generated by the High Roller will reduce their negative balance in subsequent months.

(v) No negative carryover generated by a High Roller will be considered after six (6) months from the date of the event that classified the Customer as a High Roller.

(vi) The High Roller will be isolated from the general pool of Customers referred by the Affiliate, and their negative revenue will not impact the overall commission calculation for other Customers within the same calendar month.

### **6. Trademark Infringements**

6.1 You acknowledge that the Company has registered trademarks in relation to the Brand and agree that you shall not infringe or threaten to infringe, or carry out any unauthorised use of the Brand, the products, or any other Intellectual Property, particularly in relation to:

(i) the use of domain names or brand names that are similar to the Brand and/or variations thereof or words that are confusingly similar;

(ii) any bid made by you to any internet search engine or mobile application on keywords including but not limited to the following: otherworld casino, otherworld, other world casino, other world bonus, bonus otherworld, bonus other world, otherworld free, otherworld welcome offer, otherworld.xyz and/or variations thereof or words that are confusingly similar; or

(iii) Brand bidding on paid search across any search engines, inclusive of any broad, exact match or misspellings on any of the Company's trademarks, urls or Brand names is strictly prohibited.

## **7. Prohibited Jurisdictions**

7.1 Affiliates must not promote Otherworld in the following regions:

Afghanistan, Albania, Algeria, Australia, Austria, Bahrain, Belarus, Belgium, Belize, Bosnia and Herzegovina, Brazil, Brunei Darussalam, Bulgaria, Burundi, Cambodia, Canada (Ontario), Central African Republic, Chad, China, Columbia, Croatia, Cuba, Cyprus, Czech Republic, Democratic People's Republic of Korea, Democratic Republic of the Congo, Denmark, Dutch Kingdom (Netherlands, Curaçao, Aruba, Bonaire, Sint Maarten, Sint Eustatius and Saba), Egypt, Estonia, Ethiopia, France, Germany, Georgia, Greece, Guinea, Guinea-Bissau, Hungary, Indonesia, Iran, Iraq, Ireland, Italy, Japan, Jordan, Kazakhstan, Kuwait, Latvia, Lebanon, Libya, Lithuania, Luxembourg, Macedonia, Maldives, Mali, Malta, Myanmar, Nicaragua, Nigeria, Oman, Panama, Poland, Portugal, Qatar, Republic of the Congo, Romania, Russia, Saudi Arabia, Serbia, Slovakia, Slovenia, Somalia, South Sudan, Spain, State of Palestine, Sudan, Syrian Arab Republic, Tanzania, Thailand, Trinidad and Tobago, Tunisia, Turkey, Ukraine, United Arab Emirates, United Kingdom, United States of America, Venezuela, Vietnam, Yemen and Zimbabwe.

7.2 Affiliates are responsible for ensuring compliance with local laws and avoiding marketing in these restricted regions.

7.3 No commissions will be paid for customers from Prohibited Territories.

## **8. Termination**

8.1 The term of this Agreement shall commence upon your approval as an Affiliate and will remain in effect until either Party provides written notice of termination to the other. Termination will take effect 30 days after such notice is issued. For the purposes of termination notification, email delivery shall be considered a valid and immediate form of written notice.

8.2 The Company also reserves the right to terminate this Agreement upon notice with immediate effect if the Affiliate fails to fulfill their obligations under the Agreement or is found to have acted negligently.

8.3 In the event of termination of this Agreement for any reason, you will return to the Company any confidential information and/or customer information, and all copies of it in your possession, custody and control and you will cease all use of any Intellectual Property and of any approved Marketing Materials. You will take immediate steps to transfer ownership to us of any derivative URL established by you, at a cost to us not exceeding that incurred by you in registering the derivative URL, but not the costs incurred in developing the derivative URL.



## 9. Indemnity, Disclaimers and Limitation of Liability

### 9.1 Indemnity

9.1.1 Without prejudice to our rights, Affiliate shall defend, indemnify, and hold the Company and our electronic cash providers, suppliers, contractors, agents, their directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with:

- all claims, damages, and expenses (including but not limited to, attorneys' fees relating to the development, operation, maintenance, and contents of your site);
- any breach by you of any warranty, representation, or provision contained in this Agreement;
- the performance of your duties and obligations under this Agreement;
- your negligence; or
- any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorised use of our banners, copies and link or this Affiliate Program.

9.1.2 Any proceedings, penalties or sanctions imposed by the relevant authorities as well as any costs and expenses of legal representation, attorneys' fees incurred in relation to, arising out of or resulting from any breach or non-compliance, non-performance of this Agreement or any part thereof, or non-compliance with applicable law.

### 9.2 Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Program, the Company or any payment arrangements (including, without limitation, their functionality, warranties of fitness, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our websites (including service and tracking) will be uninterrupted or error-free. We will not be liable for the consequences of any such interruptions or errors.

### 9.3 Limitation of Liability

Your liability, whether under contract, tort or otherwise (including any liability for negligent acts or omissions), shall not be in any manner excluded or limited and shall include, without limitation, also any liability for any indirect and consequential damages incurred by the Company or the Brand including loss of profits, revenue, business or contracts.

9.3.1 For the avoidance of doubt, you shall also be solely liable to us for breaches of this Agreement by your Affiliate networks or any sub-contractors or third parties you engage.

9.3.2 We will not be liable for any damages whatsoever, including direct, indirect, special, punitive or consequential damages or for any loss, of any nature whatsoever, arising from or in connection with this Agreement or the Affiliate Program, even if we have been advised of the possibility of such damages.

9.3.3 Our obligations under this Agreement do not constitute personal obligations of our directors, officers, employees, representatives, consultants, agents or shareholders.

## 10. Miscellaneous

**10.1 Governing Law:** This Agreement is governed by the laws of Curaçao. Any dispute, controversy, or claim arising out of or relating to this Agreement, including the validity, interpretation, performance, or termination thereof, shall be resolved exclusively by binding and confidential arbitration conducted in Curaçao, in accordance with the rules of the Curaçao Arbitration Institute (or a similar, local arbitration body mutually agreed upon by the parties).

**10.2** The arbitration proceedings, including all submissions, evidence, and awards, shall be strictly confidential, and neither party shall disclose any aspect of the arbitration to any third party, except as required by law or to prosecute or defend the arbitration and to enforce the arbitration award. The arbitration shall be conducted in English, and the arbitrators' decision shall be final and binding upon the parties, with no right of appeal. Judgment on the arbitration award may be entered in any court having jurisdiction over the parties or their assets.

**10.3** The costs of arbitration, including reasonable legal fees and costs, including disbursements, shall be apportioned as determined by the arbitrator(s). The parties waive their right to bring any dispute before any other forum or jurisdiction, except for the purpose of enforcing any award.

## 11. Assignment

Affiliate may not assign this Agreement, by operation of law or otherwise, without obtaining the prior written consent of the Company. In the event that Affiliate acquires or otherwise obtains control of another affiliate, then accounts will coexist on individual terms. The Company may assign this Agreement, at any time without obtaining the prior consent of Affiliate.

### 11.1. Non-waiver

The Company's failure to enforce Affiliate's adherence to the conditions outlined in this Agreement shall not constitute a waiver of the right of the Company's to enforce said terms at any time.

### 11.2. 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 a cause beyond the reasonable control of and is not the fault of such party, including but not limited to, labor disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes or other casualty. If a force majeure event occurs, the non-performing party is excused from whatever performance is prevented by the force majeure event to the extent prevented. Provided that, if the force majeure event subsists for a period exceeding thirty (30) days then either party may terminate the Agreement without notice.

### 11.3. Relationship of the Parties:

Nothing contained in this Agreement, nor any action taken by any party to this Agreement, shall be deemed to constitute either party (or any of such party's employees, agents, or representatives) an employee, or legal representative of the other party, nor to create any partnership, joint venture, association, or syndication among or between the parties, nor to confer on either party any express or implied right, power or authority to enter into any agreement or commitment on behalf of (nor to impose any obligation upon) the other party.

### 11.4. Severability / Waiver

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

#### **11.5. Confidentiality**

All information, including but not limited to business and financial, lists of customers and buyers, as well as price and sales information and any information relating to products, records, operations, business plans, processes, product information, business know-how or logic, trade secrets, market opportunities and personal data of the Company shall be treated confidentially. Such information must not be used for your own commercial or other purposes or divulged to any person or third party neither directly nor indirectly unless with the prior written consent of the Company. This provision shall survive the termination of this Agreement.