



# Affiliate T&Cs DOCUMENT



# Intro

The following are the terms and conditions of your agreement to become a member of the MrQ Partners Affiliate Program. By applying to be an affiliate and placing a link to any page owned by MrQ from your website, you agree to be bound by all the terms and conditions set forth in this agreement. These Terms and Conditions should be read alongside the

## **DEFINITIONS**

1. The parties bound by this agreement will be referred to as (1) You ("affiliate", "webmaster") and (2) MrQ Partners ("we" or "us").
2. All Partners/Affiliates will be deemed as "Active" if they have driven one or more clicks to the MrQ.com domain.

# 1. Marketing Channels & Sources

## 1.1 Email Marketing & Direct Mail

MrQ prohibits all affiliate partners from using email or physical direct mail communications to target email lists unless specific permission is requested and approved in writing. Any unauthorised email marketing will result in termination of this agreement and any unpaid commission and CPA fees will be voided. Email communications will only be accepted as an appropriate channel if ALL of the following criteria are met AND the campaign is signed off by a director of Lindar Media Ltd (parent company of MrQ):

**1.1.1** - The email list is checked against the up-to-date internal exclusion list of MrQ, ensuring excluded and/or existing players do not receive the email.

**1.1.2** - Agreement that all target data has opted in to receiving promotional communications.

**1.1.3** - Creative is approved by MrQ management to ensure content and imagery is appropriate.

**1.1.4** - Content includes a disclaimer confirming the affiliates details and the reason for receiving the email. It must be made clear that the email is not being sent directly by MrQ, Lindar Media Ltd and or any associated companies.

## 1.2 PPC Sources

PPC traffic is accepted by MrQ Partners on the proviso that no brand terms are bid on by the affiliate. Brand terms include but are not limited to: 'MrQ', 'Mister Q', 'Q Bingo' and 'Mr Q'.

## 1.3 SEO Traffic

All organic traffic is accepted as a primary method of driving traffic to MrQ.

## 1.4 All other channels & sources

If channels or sources not mentioned herein are employed or explored in any context, they must be approved and signed off by your MrQ Affiliate Manager in advance of the campaign starting. Any such campaign not signed off will not be liable to affiliate commission or CPA fees and subject to the 'MrQ Partners Breach Policy'.

# 2. Your Rights and Responsibilities

## 2.1 Linking to MrQ Partners

By agreeing to participate in the MrQ Partners Affiliate Program, you agree to create a unique link from your site to any MrQ property. The form of such link must be approved by MrQ Partners, or by its approved agent. You will not alter this link without prior arrangement. Any altering of the affiliate tag or link as created by the affiliate system will possibly result in your data not being accurate, and we will not accept responsibility for non-payment or withholding commission payment as a result of such errors. You shall not make any claims, representations, or warranties in connection with MrQ properties and you shall have no authority to, and will not, bind MrQ properties to any obligation without first obtaining written permission from MrQ Partners or its authorized agent.

## 2.2 Agreements

**2.2.1** - You agree to all of the terms set forth herein and to positively endorse MrQ properties at all times and maintain a site content that is free of child pornography or other illegal sex acts, promotion of violence, promotion of discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, promotion of illegal activities, or violation of intellectual property rights.

**2.2.2** - You must provide true and complete information to MrQ Partners at all times; including but not limited to, your identity, contact information, payment instructions, and any other information that MrQ Partners may reasonably request from time to time.

**2.2.3** - MrQ Partners grants you the non-exclusive right to direct individuals to our site(s) and services, in accordance with the terms and conditions of

this agreement. You shall have no claims to referral fees or other compensation on business secured or partially secured by or through persons or entities other than you. You also understand that MrQ Partners may at any time (directly or indirectly) solicit referrals on terms that may differ from those attained here, or operate or contract with websites that are similar to, or compete with, your website.

**2.2.4.** Affiliates must ensure that they do not place digital advertisements on websites providing unauthorised access to copyrighted content.

## 2.3. Responsibility for your site and other marketing materials

**2.3.1.** You will be solely responsible for the development, operation and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible



# 2. Your Rights and Responsibilities

for ensuring that materials posted on your site are not libellous or otherwise illegal. MrQ Partners disclaims all liability for these matters. Further, you will indemnify and hold MrQ Partners harmless from all claims, damages and expenses (including, but not limited to, attorneys' fees) relating to the development, operation, maintenance and contents of your site and marketing materials and your performance of this agreement. You agree to refrain from utilizing 'spam' for marketing our products and services (all email, SMS and all other electronic marketing must be based on commonly accepted opt-in rules).

**2.3.2.** You agree to abide by and comply with the most up to date version of the CAP Broadcast Code (BCAP) and Non-Broadcast Code (CAP) to promote services responsibly and in line with the advertising rules as laid out by the Advertising Standards Agency.

**2.3.3.** You agree to use our marketing creatives

and you will not alter the material in any way. Prior approval is required to use your own marketing creative to ensure it complies with the aforementioned (B)CAP codes and our own internal standards.

**2.3.4.** You agree to monitor and keep abreast of all ASA/CMA rulings and GB Gambling Commission updates, and comply with any standards or advice notes which result from these.

**2.3.5.** Non-compliance with any of our terms and conditions or the advertising rules mentioned above may lead to the issuing of warnings which ultimately may result in removal from our affiliate program of any affiliate, including withholding of payments.

**2.3.6.** You will not knowingly benefit from known or suspected traffic not generated using accepted Internet and mobile marketing practices whether

or not it causes MrQ Partners or the MrQ Brand harm. Should fraudulent, spam or unethical activity, knowingly or otherwise, arise from a person directed to a MrQ property via your link, we retain the right to retract the commissions paid to you at any time. Our decision in this regard will be final and no correspondence will be entered into. MrQ Partners reserves the right to retain all amounts due to you under this Agreement if we have reasonable cause to believe that such traffic has been caused with your knowledge. For players that are found to be fraudulent in past transactions, MrQ Partners reserves the right to deduct the commissions earned from these players even if these commissions had been previously paid out. If the affiliate tag is not used in exactly the way it is given by the system, and altered in any way, MrQ Partners reserves the right to deduct the commissions earned from these altered tags, even if these commissions had been previously paid out.

# 2. Your Rights and Responsibilities

**2.3.7.** You agree to conduct all activities on behalf of Lindar Media and MrQ Partners in full compliance with all applicable data protection and privacy laws and regulations, including the Data Protection Act UK (2018) and the EU General Data Protection Regulations, and/or their equivalent where data is transferred, stored, processed or maintained outside of these jurisdictions.

## **2.4. License to Use Logos and Branding Assets**

MrQ Partners hereby grants you a non-exclusive, non-transferable license, during the term of this agreement, to use the MrQ intellectual property marks provided by MrQ Partners solely in connection with the promotion of MrQ. This license cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the marks is limited to, and arises only out of, this license to

use MrQ branding material. You shall not assert the invalidity, unenforceability, or contest the ownership of the marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill. Further, you agree to keep information about MrQ up-to-date on your site.

## **2.5. Confidential Information**

During the term of this agreement, you may be entrusted with confidential information relating to the business, operations or underlying technology of MrQ and/or Lindar Media Ltd and/or the referral program. You agree to avoid any disclosure to third persons or outside parties or unauthorized use of the confidential information unless you have our prior written consent and that you will use the confidential information only

for purposes necessary to further the purposes of this Agreement. Your obligations with respect to confidential information shall survive the termination of this agreement.



# 3. Fee Schedule and Payment

**3.1.** Modifications to the fee schedule are effective when made, notwithstanding failure to notify any person. IF ANY CHANGE IN THE FEE SCHEDULE IS UNACCEPTABLE TO YOU, YOU MAY TERMINATE THIS AGREEMENT BY NOTIFYING **MrQ AFFILIATES** IN WRITING. CONTINUED PARTICIPATION IN THIS PROGRAM FOLLOWING THE CHANGE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

**3.2.** Payment will be made monthly, within 60 days of month end, upon the receipt of an invoice. Automatic invoicing through Income Access is not accepted. MrQ Partners may accrue credits until such credit(s) equal at least £100.

**3.3.** Referral fees will be based upon our good faith calculation based on the referred player statistics available to MrQ Partners. **MrQ Partners** is not responsible for any fees not properly credited to you that MrQ Partners is unaware of due to computer

error or other reasons. Activity reports will generally be available online by accessing the affiliate reporting site at <https://partners.mrq.com/> **MrQ Partners** will make reasonable efforts to have this link available at all times, however there may be instances that it is unavailable during technology maintenance and updates.

**3.4.** Once you become an affiliate, you will have access to all marketing material containing a unique affiliate code. When a potential customer links to **MrQ Partners'** website, they receive a cookie on their computer with your code. This code will generally stay on their computer for 30 days unless removed. If the customer leaves the site and returns while the cookie is active they will be recognized as your referral. When they register at **MrQ** during this time period, your customer's account will be tagged with your code. **MrQ Partners** is not responsible for any problems or errors with the process of tagging an account with your code, but will endeavour to

provide a reasonable level of support where possible.

**3.5.** Deposit of payment or acceptance of payment transfer will be deemed full and final settlement of all fees due for the month indicated unless you sent us notice of disagreement with the amount payable within twenty (20) days from the date payment is made. The failure to timely send such notice irrevocably waives your right to contest any fees due for the relevant time period and any prior time period.

**3.6.** MrQ Partners institutes a policy of no negative carry over. Negative commissions generated in any given month will not be carried over into the following month.

**3.7.** Where revenue share deals are agreed MrQ take a static admin charge of 50% on gross revenue to cover POCC taxation (21%), payment provider fees, games provider royalties and all other administrative costs before the remaining revenue is split accordingly.

# 4. Anti-Predatory Advertising Policy

**4.1.** No affiliate will replace, intercept, interfere, hinder, disrupt or otherwise alter in any manner the web users online access, view or usage of, or other aspect of the web users online experience at any affiliates webpage (as defined below) in a manner that causes or otherwise results in a different experience from that which was otherwise intended by such affiliate.

**4.2.** No Affiliate will block, alter, direct or redirect, substitute, insert or append itself to, or otherwise intercept or interfere in any manner with any click-through or other traffic-based transaction that originated from an affiliate webpage (including without limitation any return visit to MrQ to which such click-through or other traffic reached or intended to reach) with the result of reducing compensation or other payment earned by or owing to an affiliate or increasing any payment obligation of MrQ Partners with respect to any individual transaction.

**4.3.** Affiliates will be removed from the **MrQ** Affiliate Program and forfeit any pending commissions if they are utilizing or distributing software downloads that potentially enable diversions of commission from other affiliates in our program.

**4.4.** It is the responsibility of the Affiliate to ensure marketing is factually correct, marketing does not entice underage individuals to gamble, players are not encouraged to chase their losses and that promotional communication carry an age restriction warning.



# 5. Term and Termination

**5.1.** The term of this agreement will begin when you submit the sign up page and will be continuous unless and until either party notifies the other in writing that is wished to terminate the agreement. Termination may be accomplished by either you or **MrQ Partners** for any reason or without reason at any time by providing notice to the other party. For purposes of notification, delivery via email is considered a written and immediate form of notification.

**5.2.** If termination is by **MrQ Partners** and is not caused by violation of this agreement, you will be entitled to unpaid referral fees, if any earned by you on or prior to the date of termination and as subject to modification described above.

**5.3.** If termination is initiated by you, or by **MrQ Partners** as a result of a violation of this agreement, you will not be entitled to unpaid referral fees, if any earned by you on or prior to

the date of termination. Nor will you be entitled to referral fees with respect to play occurring after the termination date.

**5.4.** You must remove all **MrQ Partners** banners/icons from your site and disable the link from your site to MrQ Properties upon termination of this agreement for any reason.

**5.5.** All rights and licenses given to you in this agreement shall immediately terminate upon termination of this agreement for any reason.

**5.6.** Upon termination of this agreement for any reason, **MrQ Partners** may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

**5.7.** Upon termination of this agreement for any reason, you will return to **MrQ Partners** any confidential information, and all copies of it in your

possession, custody and control, and will cease all uses of any trade names, trademarks, service marks, logos and other designation of **MrQ**.

**5.8.** Before or after termination of this agreement, **MrQ Partners** reserves the right to modify this agreement or the fee schedule as described above, with such modification effective immediately.

**5.9.** MrQ Partners reserves the right to suspend and/or terminate with immediate effect all activity in relation to this agreement if its has reasonable grounds to suspect that there has been a breach of any regulatory standard or code of practice, a material breach of this agreement or any action which could bring Lindar Media and its brands or associates into disrepute.

# 6. Relationship of Parties

**6.1.** Both you and **MrQ Partners** are independent contractors and nothing in this agreement will create any partnership, joint venture, franchise, sales representative, or employment relationship between the parties.

You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that contradicts anything in this paragraph.

# 7. Indemnity

**7.1.** You shall defend, indemnify, and hold **MrQ Partners**, its directors, officers, employees, contractors, agents and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney

# 8. Disclaimers

**8.1. MrQ Partners** makes no express or implied warranties or representations with respect to the referral program or referral fee payment arrangements (including, without limitation, their functionality, warranties of fitness, ability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing or trade usage). In addition, **MrQ Partners** makes no representation that the operation of our site will be uninterrupted or error-free, and **MrQ Partners** will not be liable for the consequences of any interruption errors.

# 9. Operating Agreement and Disclosure

## 9.1. Limitations of Liability

**9.1.1.** MrQ PARTNERS WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (OR ANY LOSS OF REVENUE, PROFITS OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE REFERRAL PROGRAM, EVEN IF MrQ AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, MrQ PARTNERS' AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE TOTAL REFERRAL FEES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT IN THE PRECEDING 12 MONTH PERIOD.

Nothing in this agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this agreement. Our obligations under this agreement do not constitute personal obligations of shareholders. Any liability arising under this agreement shall be satisfied

solely from the referral fee generated and is limited to direct damages.

**9.1.2.** MrQ Partners may in its sole discretion, with or without notice, use any available means to block or restrict certain players, sign ups, deposits or play patterns so as to reduce the number of fraudulent, unprofitable transactions or for any reason whatsoever, including but not limited to daily or monthly purchase limits, address verification or negative and positive credit card databases. MrQ Partners does not guarantee or warrant the success of such fraud prevention efforts.

## 9.2 Governing Law

This agreement will be governed by the laws of the United Kingdom, without reference to rules governing choice of law. Any action relating to this agreement must be brought in the United Kingdom and you irrevocably consent to the jurisdiction of its courts.

YOU AGREE TO BRING ANY ACTION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT IN THE UNITED KINGDOM AND IN NO OTHER JURISDICTION.

## 9.3 Assignability

You may not assign this agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this agreement will be binding and enforceable against you and MrQ Partners.

## 9.4 Non-Waiver

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this agreement.



# 9. Operating Agreement and Disclosure

NO MODIFICATIONS, ADDITIONS OR DELETIONS OF THIS AGREEMENT BY YOU ARE PERMITTED OR WILL BE RECOGNIZED BY MrQ AFFILIATES.

None of our employees, officers or agents may verbally alter, modify or waive any provision of this Agreement.

## 9.5 Remedies

Our rights and remedies shall not be mutually exclusive, i.e. the exercise of one or more of the provisions of this agreement shall not preclude the exercise of any other provision. You acknowledge, confirm and agree that damages may be inadequate for a breach or a threatened breach of this agreement and, in the event of a breach, or threatened breach of any provision of this agreement, the respective rights and responsibilities of the parties may be enforceable by specific performance, injunction or other

equitable remedy. Nothing contained in this agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of this agreement, it being the intent of this provision to make clear that our respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

## 9.6 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 or any other provision. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

# 10. Modifying This Agreement

MrQ Partners may modify any of the terms and conditions contained in this agreement, at any time and at its sole discretion, by sending you a notice identifying the changes. Modifications may include, but are not limited to, changes in the referral fees, payment schedule or other rules.

IF ANY CHANGE IN THE AGREEMENT IS UNACCEPTABLE TO YOU, YOU MAY TERMINATE THIS AGREEMENT BY NOTIFYING MrQ PARTNERS IN WRITING. CONTINUED PARTICIPATION IN THIS PROGRAM FOLLOWING OUR MAKING A CHANGE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

## **Operating Agreement and Disclosure**

You understand that gambling laws may vary from city to city, state to state and country to country.

YOU HAVE INDEPENDENTLY EVALUATED THE LAWS IN YOUR LOCALE WHICH APPLY TO YOUR ACTIVITIES AND REPRESENT TO MrQ PARTNERS THAT YOU MAY PARTICIPATE IN ITS AFFILIATE PROGRAM WITHOUT VIOLATING ANY APPLICABLE RULES OR LAWS.

By submitting your request to become an affiliate, you acknowledge that you have read this agreement and have independently evaluated the desirability of participating in this program and are not relying on any representation, guarantee, or statement other than what is set forth in this agreement, and that you agree to all its terms and conditions.