

OUTLAST Daily Fantasy Sports **Affiliates Terms and Conditions**

Affiliate Terms

Please read these Affiliate Terms carefully before applying to become an Affiliate, as they set out our and your legal rights and obligations in relation to our Affiliate Program. You will be asked to agree to these Affiliate Terms before becoming an Affiliate.

If you have any questions or comments about the OUTLAST Daily Fantasy Sports Affiliate Program, please contact us by writing to our Affiliate Team at affiliates@outlastdfs.com.

1. Definitions and interpretation

1.1 In the Agreement:

“Acceptance Email” means an email sent by the Company to an Affiliate in accordance with Clause 2.3 confirming that the applicant has been accepted into the Affiliate Program;

“Affiliate” means the person (natural or legal) specified as the applicant for our Affiliate Program on the Registration Form;

“Affiliate Code” means the unique code assigned to approved Affiliates for means of commission tracking.

“Affiliate Program” means the Company's website affiliate Program for OUTLAST Daily Fantasy Sports gaming app;

“Affiliate Website” means the website or websites owned and operated by the Affiliate and specified on the Registration Form;

“Agreement” means the agreement between the Company and the Affiliate incorporating these Affiliate Terms, the Registration Form and the Acceptance Email, and any amendments to it from time to time;

“Company” means OUTLAST Daily Fantasy Sports;

“Effective Date” means the date the Agreement comes into force as specified in Clause 2;

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the Party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software infections or attacks, power failures, industrial disputes affecting any third Party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, moral rights, database rights, confidential information, trade secrets, know-how, business names, trade names, domain names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

“Leads” the tracked persons using the OUTLAST Daily Fantasy Sports app and inputting the Affiliate Code at deposit as a result of promotion by the Affiliate;

“Link” means a hyperlink (whether embedded in text or an image or otherwise) from the Affiliate Website to the OUTLAST Daily Fantasy Sports Website or App in the form, of the design, and in a position on the Affiliate Website specified with the Affiliate Code.

“Parties” means the Affiliate and the Company. The Affiliate and the Company may be referred to individually as a “Party” or collectively as the “Parties”.

“Payments” means payments of a bounty payment for every new registration that deposits and places at least one entry fee or on your prior written election a % of Net Gaming Revenue. This method of payment will be confirmed in the acceptance email which will be sent by the Company to the Affiliate in respect of each Payment Trigger during the Term (subject to the provisions of the Agreement);

“Net Gaming Revenue” shall be defined as the total amount of entry fees collected from the Leads less the total amount won by the Leads in the period after the deduction of all taxes and duties (or its equivalent or replacement, at the then prevailing rate), and other disbursements, to include:

- a) software hosting and provisioning costs
- b) bank or financial intermediary handling charges (including for use of “electronic wallets” and charge backs and refunds).
- c) losses due to fraud and bad debts of end users
- d) all direct costs of providing the service to users (including charges of age, ID and geographic location verification costs).
- e) brand licensing (in relation to game content).

“Payment Trigger” means the Net Gaming Revenue on the OUTLAST Daily Fantasy Sports App generated from a user who registers for the OUTLAST Daily Fantasy Sports App by means of inputting an Affiliate Code and depositing funds.

“Prohibited Materials” means content, works or other materials that the Company determines (acting reasonably) constitute:

- (a) indecent, obscene, pornographic or lewd material;
- (b) material that breaches any applicable laws, regulations or legally binding codes;
- (c) material that infringes any third party intellectual property rights or other rights;
- (d) material that is offensive or abusive, or is likely to cause annoyance, inconvenience or anxiety to another internet user;
- (e) computer viruses, spyware, trojan horses or other malicious or harmful routines, programs or software; and/or
- (f) spam or bulk unsolicited email.

“Registration Form” means the HTML form on the OUTLAST Daily Fantasy Sports Affiliate Website enabling users to apply to become Affiliates;

“Term” means the term of the Agreement; and

“OUTLAST Daily Fantasy Sports Website” means the website accessible via the URL www.outlastdfs.com

“OUTLAST Daily Fantasy Sports App” means the game application accessible through Android direct download and Apple App Store for download.

- 1.2 In the Agreement, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of the Agreement.

2. The Agreement

2.1 In order to apply to become an Affiliate, the applicant must complete and submit the Registration Form or accept these terms and conditions during the registration process.

2.2 If the applicant makes any input errors during the order process, these may be identified and corrected by the applicant before the Registration Form is submitted.

2.3 The Agreement will come into force if and when the Company sends to the Affiliate the Acceptance Email, following the submission of a completed Registration Form by the Affiliate.

2.4 The Agreement will continue in force indefinitely, unless and until terminated in accordance with Clause 11.

3. Affiliate Program

3.1 The Affiliate will within 7 days following the Effective Date include one or more Links on the Affiliate Website, and will maintain those Links on the Affiliate Website during the Term.

3.2 The Company may from time to time during the Term request amendments to the Links and/or the Affiliate Website for the purpose of ensuring consistency and quality in the use of the Company's trade marks and branding, and to the extent that such requests are reasonable the Affiliate will make such amendments within 7 days of the request.

4. Affiliate obligations

4.1 The Affiliate will provide the Company with:

- (a) such co-operation as is required by the Company (acting reasonably) in connection with the Affiliate Program; and
- (b) all information and documents required by the Company (acting reasonably) in connection with the Affiliate Program.

4.2 The Affiliate must:

- (a) keep the Affiliate Website up-to-date and in good working order;
- (b) ensure that the quality of design, content and functionality on the Affiliate Website does not materially deteriorate during the Term;
- (c) ensure all marketing of or relating to the Affiliate Website (both online and offline) is in accordance with applicable law, any applicable codes of practice, and good industry practice generally.

4.3 The Affiliate must not:

- (a) include any Prohibited Materials on the Affiliate Website, or include any hyperlink to any Prohibited Materials on the Affiliate Website;
- (b) market the Affiliate Website using spam or unsolicited emails or other unsolicited communications, or using any form of spyware, parasiteware, adware or similar software, or using any other antisocial or deceptive methods;
- (c) increase or seek to increase the number of Payment Trigger events using any fraudulent or deceptive method;
- (d) make any public disclosure relating to the Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the Company;
- (e) include any hyperlink to the OUTLAST Daily Fantasy Sports Website or OUTLAST Daily Fantasy Sports App from the Affiliate Website that does not include their Affiliate Code somewhere on the Affiliate Website; or

(f) include any reference to the Company or the OUTLAST Daily Fantasy Sports Website or App on the Affiliate Website which may be deemed as negative;

4.4 The Affiliate will not take any action in connection with the Affiliate Program which might reasonably be expected to lead to the possibility of damage to the reputation and goodwill of the Company and/or the OUTLAST Daily Fantasy Sports Website or App.

4.5 Affiliate may not modify, impair, disable or otherwise interfere with any tracking codes and/or other technology required by Income Access in order to ensure proper tracking.

4.6 Affiliates must not “spam” and/or use unsolicited email. If the Company reasonably believes that an Affiliate is knowingly sending spam and/or unsolicited email, the Company, may, in its sole discretion, immediately terminate such Affiliate’s participation in the Affiliate Program.

4.7 Each Affiliate is responsible for the quality and origin of the traffic that it provides to the Company’s Website and the Affiliate will always remain responsible for the quality and origin of that traffic. If an Affiliate knowingly sends traffic of a questionable quality and/or origin to the Company, the Company may, in its sole discretion, immediately terminate such Affiliate’s Participation in the Affiliate Program.

4.8 If an Affiliate accidentally or unknowingly directs traffic of a questionable quality and/or origin to the Company’s Website, the Company may issue a written warning to Affiliate, notifying the Affiliate of the questionable traffic. If, after three (3) written warnings, the Affiliate still directs traffic of a questionable quality and/or origin to the Company’s Website, the Company may, in its sole discretion, immediately terminate such Affiliate’s participation in the Affiliate Program.

4.9 Affiliates are not permitted to copy any other affiliate’s website. The Company reserves the right to suspend and/or terminate an Affiliate’s participation in the Affiliate Program if they are found to have copied another affiliate’s website.

4.10 Affiliates will comply with all applicable legislation and/or regulations relating to the use of cookies and will use all necessary notification procedures regarding the use of cookies to all Visitors.

5. Intellectual Property Rights

5.1 The Company grants to the Affiliate during Term a worldwide, non-exclusive, royalty-free license to reproduce electronically and publish on the Affiliate Website only their unique Affiliate Code and Link.

5.2 The Company does not warrant that the use of the Affiliate Codes and Link by the Affiliate will not infringe any third-party Intellectual Property Rights or give rise to any other liability on the Affiliate.

6. Payments

6.1 In respect of each Payment Trigger which can be verified by the Company (acting reasonably) the Company will make a Payment to the Affiliate.

6.2 The Company will account to the Affiliate for all Payments due in respect of a calendar month within 30 days of the end of the following calendar month, unless the amount due is less than \$100.00, in which case the Payments may be held over to the next payment date.

6.3 If the Company is required by law to deduct withholding tax or any other taxes or duties from any Payments, then the Company will deduct such amounts from the Payments before paying them to the Affiliate.

6.4 Payments to the Affiliate will be made in US Dollars by bank transfer (using such payment details as are provided by the Affiliate on the Registration Form).

6.5 If the Company does not pay any amount properly due to the Affiliate under or in connection with the Agreement, the Affiliate may charge the Company simple interest on the overdue amount at the rate of 12% per year.

6.6 No Payments will be due in respect of:

(a) any entry fees on the OUTLAST Daily Fantasy Sports App made by or on behalf of:

(i) the Affiliate;

(ii) any parent undertaking or subsidiary of the Affiliate;

(iii) any employee, agent or officer of the Affiliate or any parent undertaking or subsidiary of the Affiliate;

(iv) by any natural person related to any of the above;

(b) any amount received by the Company by means of the fraudulent or unlawful use of a credit, debit or other payment card, or by any other fraudulent or unlawful means;

(c) any purchases on the OUTLAST Daily Fantasy Sports App which are subsequently cancelled, refunded, reversed, or charged-back (and the Company will be entitled to require repayment of Payments made as a result of such purchases).

6.7 Both before and after termination, the Company will be entitled to set off any amount owed to the Affiliate against any amount the Affiliate owes to the Company whether under the Agreement or otherwise, and against any loss or damage suffered by the Company whether in relation to the Agreement or otherwise arising out of the Affiliate's acts or omissions.

7. Warranties

7.1 Each Party warrants to the other Party:

(a) that it has the legal right and authority to enter into and perform its obligations under the Agreement; and

(b) that it will perform its obligations under the Agreement with reasonable care and skill.

7.2 All of the Parties' liabilities and obligations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

8. Indemnity

The Affiliate will indemnify and keep indemnified the Company, and the Company's officers, employees, representatives, agents and subcontractors, against all damages, losses and expenses (including legal expenses) arising as a result of any breach by the Affiliate of any term of the Agreement.

9. Liability

9.1 Nothing in the Agreement will exclude or limit the liability of either Party for:

(a) death or personal injury caused by that Party's negligence;

(b) fraud or fraudulent misrepresentation on the part of that Party; or

(c) any other liability which may not be excluded or limited under applicable law.

9.2 Subject to Clause 9.1, the Company's liability to the Affiliate under or in connection with the Agreement or any collateral contract, whether in contract or tort (including negligence), will be limited as follows:

(a) the Company will not be liable for any:

- (i) loss of profits, income or anticipated savings,
- (ii) loss or corruption of any data, database or software,
- (iii) reputational damage or damage to goodwill;
- (iv) loss of any commercial opportunity, or
- (v) indirect, special or consequential loss or damage;

(b) the Company will not be liable for any losses arising out of a Force Majeure Event;

(c) the Company's liability in any calendar year will in no circumstances exceed the total amount paid (or, if greater, payable) by the Affiliate to the Company under the Agreement during that calendar year; and

(d) the Company's aggregate liability will in no circumstances exceed the total amount paid (or, if greater, payable) by the Affiliate to the Company under the Agreement.

10. Force Majeure Events

10.1 Where a Force Majeure event gives rise to a failure or delay in either Party performing its obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure event.

10.2 A Party who becomes aware of a Force Majeure event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will promptly notify the other.

10.3 The affected Party will take reasonable steps to mitigate the effects of the Force Majeure event.

11. Termination

11.1 Either Party may terminate the Agreement forthwith at any time by giving written notice to the other Party.

11.2 The Company may terminate the Agreement immediately (with or without giving written notice to the Affiliate) if the Affiliate:

- (a) commits any breach of any term of the Agreement;
- (b) becomes insolvent or enters into any insolvency process or procedure; or
- (c) (where the Affiliate is an individual) the Affiliate dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

11.3 If an Affiliate does not generate any registrations for the Company for greater than a twelve (12) month period, the Company may terminate this Agreement with or without notice to Affiliate;

12. Effects of termination

12.1 Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 8, 9, 12 and 13.

12.2 If the Agreement is terminated by the Company under Clause 11.2, the Company will not have any obligation to make any further Payments to the Affiliate.

12.3 Subject to Clause 12.2:

(a) the Company will pay to the Affiliate all Payments arising from Payment Triggers activated on or before the date of effective termination of the Agreement in accordance with the terms of the Agreement; and

(b) termination of the Agreement will not affect either Party's accrued rights as at the date of termination.

12.4 Provided that we have paid or do pay to you such sums as are properly due and owing at the date of termination which shall be subject to any rights we have to make deductions whether under this Agreement or otherwise, we shall have no further liability to pay you any further sums.

13. General

13.1 Any notice given under the Agreement must be in writing (whether or not described as "written notice" in the Agreement) and must be delivered personally, sent by pre-paid first class post, or sent by fax [or email], for the attention of the relevant person, and to the relevant address, fax number or [email address] specified on the Registration Form (in the case of the Affiliate) or the OUTLAST Daily Fantasy Sports Website (in the case of the Company) (or as notified by one Party to the other in accordance with this Clause).

13.2 A notice will be deemed to have been received at the relevant time set out below:

(a) where the notice is delivered personally, at the time of delivery;

(b) where the notice sent by first class post, 48 hours after posting; and

(c) where the notice sent by fax or email, at the time of the transmission (providing the sending Party retains written evidence of the transmission).

13.3 No breach of any provision of the Agreement will be waived except with the express written consent of the Party not in breach.

13.4 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

13.5 Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the Parties. The Affiliate will not make any statement on the Affiliate Website or otherwise which expressly or impliedly suggest that there is any such relationship between the Parties.

13.6 The Agreement may be varied by the Company posting a new version of the Agreement on the OUTLAST Daily Fantasy Sports Website and notifying the Affiliate in writing that the Agreement has been varied. The Affiliate's continued participation in the Affiliate Program after receipt of such a notice will constitute the Affiliate's acceptance of the varied Agreement.

13.7 The Company may freely assign its rights and obligations under the Agreement without the Affiliate's consent.

13.8 The Agreement is made for the benefit of the Parties, and is not intended to benefit any third Party or be enforceable by any third Party. The rights of the Parties to terminate, rescind, or agree any

amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third Party.

13.9 The Agreement constitutes the entire agreement and understanding of the Parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the Parties relating to the subject matter of the Agreement. Subject to Clause 9.1, each Party acknowledges that no representations or promises not expressly contained in the Agreement have been made by or on behalf of the other Party.

13.10 The Agreement will be governed by and construed in accordance with the laws of the United States of America.