

Affiliate terms and conditions

This Affiliate Agreement (“Agreement”) is entered into by and between Geeker Technologies NV (“Company”) and you, the Affiliate (“Affiliate”). By applying to become an Affiliate and promoting the Company’s products or services, you agree to be bound by the terms and conditions of this Agreement.

This is an agreement (“The Affiliate Agreement”) between you (“you” or “Affiliate”) and <https://kookubet.com/> (“Company”, “us”, “we” or “Affiliate Program”).

When you sign up for our Affiliate Program, and use any of our marketing tools or receive any rewards, bonuses, or commissions outlined in the Affiliate Agreement or other materials related to the program, you are acknowledging that you have read, understood, and accepted the terms and conditions that apply to affiliates.

From time to time, we may update these Terms. Although we will make an effort to inform you about any changes, we advise that you check this page frequently. Your ongoing use of the Affiliate Program will indicate your acceptance of the revised Agreement.

1. DEFINITIONS

1.1 “Affiliate” refers to the individual or entity who applies to participate in the Affiliate Program.

1.2 “Affiliate Account” is the account created for the Affiliate after their application to participate in the Affiliate Program is approved by the Company.

1.3 “Affiliate Agreement” is comprised of (i) all the terms and conditions outlined in this document, (ii) the commission structures applicable to various products and brands, and (iii) any other rules or guidelines issued by the Company and/or Websites that the Affiliate is made aware of from time to time.

1.4 “Affiliate Application” is the form submitted by the Affiliate to participate in the Affiliate Program.

1.5 “Affiliate Links” are internet hyperlinks used by the Affiliate to connect from the Affiliate Website(s) or any other third-party website to the Company Websites.

1.6 “Affiliate Program” is the collaborative effort between the Company and the Affiliate, whereby the Affiliate promotes the Company’s websites and creates Affiliate Links from the Affiliate Website(s) to Company’s websites. The Affiliate is paid a commission for such services depending on the generated traffic to the Company’s websites, subject to the terms within this Affiliate Agreement and the applicable product-specific Commission Structure.

1.7 “Affiliate Wallet” is an online wallet registered in the Affiliate’s name, where the Company deposits commissions and any other payments owed to the Affiliate, which the Affiliate may withdraw following the Affiliate Agreement’s terms.

1.8 “Affiliate Website” refers to any website maintained, operated, or controlled by the Affiliate.

1.9 “Company Websites” is the website www.kookubet.com or other such websites (including mirror websites) added to this Affiliate Program from time to time, operated by Geeker Technologies NV.

1.10 “Commission” is the percentage of the Net Gaming Revenue or, if applicable, a fixed amount for a New Customer (CPA structure) according to the Commission Structures.

1.11 “Commission Structures” are the specific reward structures agreed upon by the Company and the Affiliate.

1.12 “Confidential Information” refers to any valuable commercial information relating to the Company, including but not limited to financial reports, trade secrets, know-how, prices and custom quotes, business information, products, strategies, databases, technology, work methods, information about New Customers, other customers and users of Company Websites, marketing plans, and manners of operation.

1.13 “Intellectual Property Rights” refers to any copyrights, trademarks, service marks, domain names, brands, business names, and registrations of the aforementioned and/or any other similar rights of this nature.

1.14 “Net Gaming Revenue” (or “NGR”) is calculated as **[Real Money Bets]** minus **[Real Money Wins]** minus **[Bonuses issued to Players]** minus **[Operational Costs – 25% of gross revenue]**.

1.15 “New Customer” refers to a new, first-time customer of the Company who makes an initial deposit amounting to at least the applicable minimum deposit at Company Websites’ player account, following the applicable terms and conditions of Company Websites. This excludes the Affiliate, its employees, relatives, and friends.

1.16 “Parties” refers to the Company and the Affiliate (each is a “Party”).

1.17 “Personal Data” refers to any information about any person, individual, or legal entity, that is or may be identified, directly or indirectly.

2. AFFILIATE OBLIGATIONS

2.1 Registering as an Affiliate

By submitting an Affiliate Application and checking the respective box, you agree to the terms and conditions of the Affiliate Agreement. The Affiliate Application is an essential part of the agreement.

We have the exclusive right to accept or reject an Affiliate Application, and our decision is final and non-negotiable. You will be notified by email about the status of your application.

At any point during the Affiliate Agreement, we may require you to provide documentation to verify your Affiliate Application and Account information. Examples of such documentation include bank statements, identity documents (individual or corporate), and proof of address.

It is your responsibility to ensure that all the information provided during registration is accurate and kept up-to-date at all times.

2.2 Affiliate login details

You are solely responsible for keeping your Affiliate Account login details confidential and secure at all times. If your login information is not properly guarded and unauthorized use of your Affiliate Account occurs, you will be solely responsible for any resulting activity under your Affiliate Account user ID and password, whether or not it was undertaken by you. You must promptly notify us if you suspect any illegal or unauthorized use of your Affiliate Account.

2.3 Affiliate Program participation

As an affiliate, you are required to participate directly in the program. Any attempts to open an account for a third party or to broker or transfer an account is not allowed. If you wish to transfer an account to another owner, you must first request permission from us. Additionally, you may not open more than one affiliate account unless we provide written consent.

By agreeing to join the affiliate program, you must actively promote and advertise the Company websites according to the affiliate agreement and instructions from the Company. It is your responsibility to ensure that all activities carried out under the affiliate agreement are in the Company's best interest and do not harm its reputation or goodwill.

You are permitted to advertise on our behalf by linking to the Company websites using approved affiliate links or other materials that we may authorize from time to time. This is the only permitted method of advertising.

2.4 Affiliate Website

As an affiliate, you will be fully responsible for creating, operating, and maintaining your own Affiliate Website, as well as ensuring that all materials appearing on it comply with applicable laws, such as the General Data Protection Regulation (GDPR), and are presented in a professional manner.

It is important that your Affiliate Website does not create confusion with the Company Websites or give the impression that it is owned or operated by the Company.

Furthermore, your Affiliate Website must not contain any inappropriate or offensive content, such as defamatory, discriminatory, violent, obscene, derogatory, or pornographic material, or content that is considered illegal in the target country.

2.5 Valid traffic and good faith

These clauses outline various rules and restrictions regarding how the affiliate can generate traffic to the company's websites. The affiliate must use their best efforts to advertise, market, and promote the company websites in compliance with all applicable laws and in a professional manner. The affiliate website should not contain any defamatory, discriminatory, or unsuitable content, nor should it be presented in a way that causes confusion with the company websites.

The affiliate is prohibited from using branded keywords for placement of contextual advertising and cannot generate traffic to the company websites by registering as a new customer or by benefiting from traffic not generated in good faith. If the affiliate suspects any new customer referred by them is engaged in bonus abuse, money laundering, fraud, or other abuse of remote gaming websites, they must immediately notify the company.

If more than 30% of new customers of the affiliate's total traffic volume made only a minimum first deposit during the current month, then such traffic may be considered as motivated, and the company has the right not to pay the commission for such traffic. If 20% of new customers of the affiliate's total traffic volume are bonus abusers, money launderers, fraudsters, or assist in any form of affiliate fraud, then no commission shall be payable in relation to the affiliate's entire traffic.

The company has the right to suspend the affiliate's traffic to check its quality and for fraud. If the company suspends the traffic, all new customers who register after the suspension notification will not count as valid new customers, and no commission will be payable in relation to such new customers.

The company can also cancel the partner's current deal and set a new one unilaterally, notifying the partner one bank day in advance if the traffic quality or conversion rate is low, which may lead to a negative balance. All subsequent traffic brought by the partner will be paid under the conditions of the new deal after cancellation.

2.6 Unsuitable websites

It is strictly prohibited to feature our Intellectual Property in any digital advertisements or Affiliate Links on websites that are deemed unsuitable. This includes websites that target children; showcase illegal sexual acts or pornography; promote violence or discrimination based on gender, race, religion, nationality, disability, age, or sexual orientation; or promote illegal activities. Furthermore, any use of our Intellectual Property must comply with relevant advertising regulations and codes of practice in any territory where such advertisements may appear, and should not infringe upon the intellectual property rights of any third party or the Company.

2.7 Affiliate Links

It is mandatory to display the Affiliate Links with the same level of prominence as any other sales link on your website. You are allowed to use only the Affiliate Links provided by the Company under the Affiliate Program. Concealing the origin of the traffic directed to the Company's Websites, also known as 'masking', is strictly prohibited.

The use of Brand names, including but not limited to, Kookubet, Kukubet, Kooku Bet, Kuku Bet, KookuBet Casino, KookuBet Sport or KookuBet Poker trademarks or any variation and derivation of these names or any use of any words that are confusingly similar, in Affiliate Links, is restricted and prohibited. Our Brand name may not be used in a derivative URL or subdomain. For example:

Yoursite.com/kookubet - ALLOWED

kookubet.Yoursite.com - NOT ALLOWED

YoursiteKookuBet.com/ - NOT ALLOWED.

2.8 Email and SMS marketing

Before sending any marketing emails or SMS messages containing Company Intellectual Property or promoting Company Websites, you must first obtain permission from us. If we grant permission, you must obtain explicit consent from each recipient to receive marketing communications in the form of the intended communication (i.e., email or SMS), and ensure that they have not opted out of receiving such communications. You must also make it clear to the recipient that the marketing communications are from you and not from our Company.

2.9 Use of Company Intellectual Property Rights

You are required to adhere to any brand guidelines provided by the Company and obtain the necessary approval as stated in the clause below when using any of the Company's Intellectual Property Rights.

Furthermore, you are prohibited from registering domain names, search terms, or other identifiers for use in search engines, portals, app stores, sponsored advertising services, or other referral services that are the same as any of the Company's trademarks or that include the Company's trademarks.

2.10 Approved creative

Using any advertising layout or creative that includes our Intellectual Property Rights is not allowed unless you have received it directly from the Company or have obtained written approval from the Company beforehand if you have created the advertising layouts yourself. Modifying any advertising material provided to you is not permitted unless approved by the Company. You are responsible for obtaining approval from the Company before launching any advertising campaign or creative and must provide evidence of such approval upon request.

2.11 Loyalty Programs

You are prohibited from providing any cash-back, value-back, or other similar incentive programs, except for those programs that are already being offered on the Company Websites.

2.12 Responsible Gaming

The Company is committed to promoting responsible gaming and preventing gambling addiction. As an affiliate, you are expected to support this commitment and work with the Company to promote responsible gaming. This includes refraining from using any material or targeting individuals who are under 18 or below the legal gambling age in their jurisdiction.

2.13 Illegal activity

You are prohibited from targeting any territory or jurisdiction where gambling is illegal, and you must comply with all relevant and applicable laws at all times. It is strictly prohibited to engage in any illegal activities in relation to the Affiliate Program.

Any such actions will be considered a violation of the general terms and conditions and will result in immediate account closure if discovered.

2.14 Data Protection and Cookies

As an affiliate, you are required to comply with the General Data Protection Regulation (GDPR) and any other relevant data protection laws that apply to your region or target region. This includes any legislation or regulations relating to the use of cookies.

2.15 Cost and expense

As an affiliate, you are solely responsible for all costs, expenses, and risks incurred in fulfilling your obligations under this agreement. The Company will not be held liable for any losses or damages arising from your performance or failure to perform any of the terms and conditions set forth in this agreement.

2.16 Company monitoring of Affiliate activity

As an affiliate, you are required to provide the Company with any assistance and information necessary to monitor your activities under the Affiliate Program. You must promptly fulfill any requests for information made by the Company to ensure compliance with the terms and conditions of the Affiliate Agreement.

2.17 Commissions paid incorrectly

The Affiliate agrees to promptly return to the Company, upon request, all Commissions received as a result of referring New Customers to the Company in violation of the terms of the Affiliate Agreement or related to fraudulent or falsified transactions.

3. AFFILIATE RIGHTS

3.1 Right to direct New Customers

During the term of this Affiliate Agreement, you have the right to direct New Customers to specific Company Websites that we have agreed with you. This right is non-exclusive and non-assignable. It is important to note that you will not be eligible for any Commission or other compensation on business secured by anyone other than yourself or your entities. The terms of the Affiliate Agreement must be strictly followed in all aspects of directing New Customers to Company Websites.

3.2 Licence to use Company Intellectual Property Rights

During the term of this Affiliate Agreement, we give you the right to use our Intellectual Property Rights in connection with the promotional materials displayed on the Affiliate Website or other locations approved by us in writing. The license we grant is non-exclusive and non-transferable, and you may not sublicense, assign, or transfer it to anyone else.

3.3 Players' Personal Data

The Affiliate shall not have access to any Personal Data of Company's customers for the purpose of the services delivered under this Agreement, unless otherwise agreed upon by the parties in writing and in compliance with applicable data protection laws and regulations.

4. COMPANY OBLIGATIONS

4.1 We will make every effort to supply you with all the necessary information and materials to implement the Affiliate Links.

4.2 We reserve the right to register and track any New Customers who are directed to the Company Websites by you, at our discretion. If necessary to comply with any requirements we may establish from time to time, we may refuse New Customers or close their accounts.

4.3 We will provide you with monitoring tools that allow you to keep track of your Affiliate Account, as well as the Commission level and payments due to you.

4.4 We will collect and process the personal data of the Affiliate or any of its employees, which includes the username for logging in, email address, name, date of birth, country and address, telephone number, and financial data. The purpose of collecting this information is to ensure a high level of security, comply with the AML legal requirements, and manage our business relationship.

4.5 Provided that you comply strictly with the terms of the Affiliate Agreement, we will compensate you with Commission payments in accordance with Clause 6.

5. COMPANY RIGHTS AND REMEDIES

If you breach or are suspected of breaching this Agreement, or if you fail to meet your obligations under the Affiliate Program, the Company has the following remedies available:

a) The Company can suspend your participation in the Affiliate Program while it investigates any activities that may be in breach of the Affiliate Agreement. During this period, the payment of Commissions will also be suspended.

b) The Company can withhold any Commission or other payment to you that arises from or relates to any specific campaign, traffic, content, or activity conducted or created by you that is in breach of your obligations under the Affiliate Agreement.

c) The Company can withhold from the Commission money that it deems reasonable to cover any indemnity given by you under the Affiliate Agreement or to cover any liability of the Company that arises as a result of your breach of the Affiliate Agreement.

d) The Company can immediately terminate the Affiliate Agreement.

The Company's rights and remedies detailed above are not mutually exclusive.

6. COMMISSION AND PAYMENT

6.1 You will earn Commission in accordance with the Commission Structure, subject to your compliance with the provisions of the Affiliate Agreement. We reserve the right to modify the Commission percentage and calculation method in accordance with this clause.

6.2 Commission is calculated monthly and paid on a monthly basis in arrears, no later than the 10th of the following calendar month.

6.3 Commission payments will be made via our Affiliate Wallet. Affiliates may be required to provide verification and “know your customer” documentation before accessing withdrawals, in compliance with existing regulations.

6.4 The minimum amount that can be withdrawn from the Affiliate Wallet at one time is €100 (one hundred euro).

6.5 If there is an error in the Commission calculation, we reserve the right to correct the calculation at any time and will promptly pay out any underpayment or reclaim any overpayment made to the Affiliate.

6.6 The Company may, at its sole discretion, provide the Affiliate with the opportunity to restructure their commission structure.

6.7 Acceptance of a Commission payment shall constitute full and final settlement of the balance due for the relevant period. If the Affiliate disagrees with the reported balance due, they must notify the Company within fourteen (14) calendar days and clearly state reasons for the disagreement. Failure to notify the Company within this time limit shall be considered as an irrevocable acknowledgment of the balance due for the relevant period.

6.8 The Commission is exclusive of any applicable tax, including value added tax. The Affiliate is solely responsible for paying any and all taxes, levies, charges, and other fees payable to any tax authority, department, or other competent entity as a result of the compensation generated under the Affiliate Agreement.

7. STANDARD COMMISSION STRUCTURE

# of Monthly New Depositors:	Commission Paid from Casino Net Revenue:
1-9	20%*
10-49	25%*
50-99	30%*
100-199	35%*
200-299	40%*
300+	45%*
if no new players are sent in a given month the commission becomes 15%	

* *plus commission on retained depositors from previous months*

Individual conditions may be set per affiliate upon mutual agreement of both the company and the affiliate.

8. CONFIDENTIAL INFORMATION

The purpose of this clause is to ensure that the Affiliate maintains the confidentiality of any confidential information they may receive during the term of the Affiliate Agreement. Such information may include details about the Company's business, operations, or technology, as well as information related to the Affiliate Program, such as Commission earnings.

The Affiliate is not allowed to disclose or use such confidential information without the prior written consent of the Company. The Affiliate may only use the confidential information for the purposes of the Affiliate Agreement.

Furthermore, the Affiliate is not allowed to issue any press release or similar communication to the public regarding their participation in the Affiliate Program without the prior written consent of the Company. The Company will also have approval over the exact content of any such communication.

It is important to note that the Affiliates obligations under this clause will survive the termination of the Affiliate Agreement.

9. TERM AND TERMINATION

9.1 Term

To summarize, the term of the Affiliate Agreement will begin upon approval and continue until either party notifies the other in writing of their intention to terminate, with termination occurring 30 days after such notice is given. The agreement may also be terminated immediately by the Company if the Affiliate fails to meet their obligations or is negligent, in accordance with Clause 5. Notice of termination can be delivered via e-mail and is considered a written and immediate form of notification.

9.2 Affiliate actions upon termination

Upon termination, you shall immediately cease to represent yourself as an Affiliate of the Company and shall immediately cease all use of any trademarks, service marks, logos, and other designations of the Company.

You also agree to forfeit any Commissions earned during the period of breach or non-compliance with the Affiliate Agreement, and any remaining balance in your Affiliate Wallet will be paid out in accordance with Clause 6.5 above.

Termination of the Affiliate Agreement shall not relieve either Party of any obligations accruing prior to such termination, nor shall it relieve the Affiliate of its obligation to pay any outstanding Commissions or other amounts owed to the Company.

9.3 Commission

If the Affiliate Agreement is terminated for any reason, any commission related to new customers directed to the Company during the term of the agreement will not be payable to the Affiliate from the date of termination.

10. MISCELLANEOUS

10.1 Disclaimer

This clause states that the company does not provide any express or implied warranties or representations regarding the Affiliate Program, the company itself, or the commission payment arrangements. This means that the company does not guarantee the functionality, legality, fitness, merchantability, or non-infringement of the Affiliate Program. Additionally, the company does not guarantee that the operation of its sites will be uninterrupted or error-free and will not be held liable for any consequences if there are any errors.

Furthermore, if there is a discrepancy between the reports offered in the Affiliate Account system and the Company database, the company's database will be considered accurate.

10.2 Indemnity and Limitation of Liability

This clause means that as an Affiliate, you agree to be responsible for any liabilities, losses, damages, and costs that arise from your breach of the Affiliate Agreement, your actions or omissions, or any injury caused by your actions or omissions. This includes any legal fees that may be incurred in defending against such claims.

The Company is not liable for any direct or indirect damages or losses that may arise from the Affiliate Agreement or the Affiliate Program. This includes any loss of revenue, profits, or data, or any damage to your reputation or goodwill, even if the Company has been advised of the possibility of such damages.

10.3 Non-Waiver

Our failure to enforce any provision of the Affiliate Agreement shall not be deemed a waiver of our right to enforce that provision or any other provision of the Agreement in the future.

10.4 Relationship of Parties

The Affiliate Agreement does not create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Company and the Affiliate. Both parties are independent contractors and the Affiliate has no authority to make or accept any offers or representations on behalf of the Company. Furthermore, the Affiliate shall not make any statement, whether on their site or otherwise, that would contradict any provision of the Affiliate Agreement.

10.5 Force Majeure

The force majeure clause is a provision that excuses a party from liability or performance of its obligations under a contract if a circumstance beyond its control prevents the performance of those obligations. However, if the event continues for an extended period, either party may choose to terminate the agreement.

10.6 Assignability

You are not allowed to transfer or assign the Affiliate Agreement, whether through legal means or otherwise, without obtaining our prior written consent.

10.7 Severability

In the event that any provision of the Affiliate Agreement is deemed invalid, illegal, or unenforceable, that provision shall only be ineffective to the extent of its invalidity, illegality, or unenforceability, without affecting the validity or enforceability of the remaining provisions of the Affiliate Agreement.

10.8 English language

In case of any inconsistency or discrepancy between the Affiliate Agreement in English and any other language, the English version shall take precedence.

10.9 Modification of Terms & Conditions

We reserve the right to change or replace any terms and conditions in the Affiliate Agreement at any time and at our sole discretion. Such changes or replacements may be made by posting a change notice or a new agreement on our site. Modifications may include changes in the available Commissions and Affiliate Program rules.

If you find any modification unacceptable, you must terminate the Affiliate Agreement. However, if you continue participating in our Affiliate Program following the posting of a change notice or new agreement, you will be deemed to have accepted the modification or new agreement as binding.



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