

Terms and Conditions

The following are the complete terms and conditions of your agreement to become a member of the Riviera Rewards Program.

Your participation in the Riviera Rewards program is indicated by accessing and utilizing any of the Riviera Rewards marketing material, or accepting of any reward, bonus or commission whether contained in this agreement or elsewhere on our web site, and you are deemed to have agreed to be bound by all the terms and conditions set out in this agreement.

If you do not wish to accept all the terms and conditions of this agreement, please do not create a link to any clients. Please do not enroll if your site is unsuitable, as we will immediately terminate the Agreement. See Termination Clause below for a list of some of the types of unsuitable sites.

The agreement provides you with the non-exclusive right to direct users ("Visitors") from your site or sites to the Client's websites, in return for the payment of commissions and referral bonuses as specified below.

You desire to obtain from us, and we agree to grant you the non-exclusive right and license to advertise market and promote the Service, in accordance with the following terms and conditions.

Recitals

We/Us

"We" and "us" refer to Riviera Rewards. We are in the business of producing, marketing and promoting affiliate programs. This service is accessed through the use of a personal computer, modem and/or direct Internet access.

You/Webmaster

"You" and "Webmaster" refers to the other party to the contract formed by the acceptance of these Terms and Conditions.

Client

"Client" is defined as a company that has contracted Riviera Rewards to manage and promote their Affiliate Program.

1. Grant of License

1.1. By this Agreement, we grant you a non-exclusive, non-transferable right and license to advertise market and promote our Clients' sites and services, in accordance with the terms and conditions of this Agreement.

1.2. We reserve all other rights and licenses not expressly granted to you herein.

2. Relationship of Parties

2.1. You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, 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 reasonably would contradict anything in this paragraph.

3. Our Rights and Obligations

3.1. We will register your visitors and will track their purchases and, in the case of casino Client's, play. We reserve the right to refuse customers (or to close their accounts) if necessary, to comply with any requirements we may periodically establish. ("Customer" is defined as: a person or entity that follows a link from your site, e-mail or however directed, to a Client of Riviera Rewards and opens an account with them. By opening an account with a client, that person or entity will become our Customers and, accordingly, all Client rules, policies and operating procedures will apply to them.)

3.2. We will track customers' play and will supply reports summarizing their activity. The form, content and frequency of the reports may vary from time to time in our discretion. We will provide you with remote online access to reports of customer activity and the referral fees generated.

3.3. We will pay you referral fees (as set out below) on income we earn from play by all legitimate customers after they open an account with a Client.

3.4. We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures and referral program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change.

4. Unsolicited Communication

4.1. By agreeing to this agreement, you are agreeing to create a unique link from your site to a client site. You may link to a client with banners/icons or with a text link. This is the only method by which you may advertise on our behalf.

4.2. We will terminate this agreement immediately if there is any form of unsolicited communication (spamming) or if you advertise our casino in any other way. You shall not make any claims, representations, or warranties in connection with us or our clients and you shall have no authority to, and shall not, bind us or our clients to any obligations

5. Promotional Material

5.1. By agreeing to participate in a Clients' affiliate program, you are agreeing to download banners, text or promotional materials and place it on your site, utilize it within e-mail or print. These methods are by which you may advertise on our Clients' behalf. We will terminate this agreement immediately if there is any form of spamming or if you discredit our Clients through false advertising, written or uttered words. You shall not make any claims, representations, or warranties in connection with us or our Clients and you shall have no authority to, and shall not, bind us or our Clients to any obligations.

5.2. Without our prior written approval, you will only use our approved banners and links and will not alter their appearance nor refer to us in any promotional materials. The appearance and syntax of the hypertext transfer links are designed and designated by us and constitute the only authorized and permitted representation of our Clients sites.

5.3. You will not knowingly benefit from known or suspected traffic not generated in good faith whether or not it actually causes Client damage. 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. Our decision in this regard will be final and no correspondence will be entered into. We reserve 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. Even if you have not knowingly generated such traffic, we reserve the right to withhold referral fees with respect to such traffic.

5.4. 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 for ensuring that materials posted on your site are not libellous or otherwise illegal. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

5.5. License to use Marks - We hereby grant to you a non-exclusive, non-transferable license, during the term of this Agreement, to use our Clients' intellectual-property marks (licensed, in turn by us, from their owner) solely in connection with the display of the banners on your site. 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 the banners. 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 or our licensor's rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

6. Term

6.1. The term of this Agreement will begin when you download a Casino banner and link it to our site and will be continuous unless and until either party notifies the other in writing that it wishes to terminate the Agreement, in which case this Agreement may be terminated immediately.

6.2. Termination is at will, for any reason, by either party.

6.3. For purposes of notification, delivery of a notice of termination via e-mail is considered a written and immediate form of notification.

6.4 Commission will not be honoured for play generated by immediate family members of affiliates.

7. Termination

7.1. We may terminate this agreement if we determine (at our sole discretion) that your site is unsuitable.

7.2. Unsuitable sites may include those that: are aimed at children, promote sexually explicit materials, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, or violate intellectual property rights.

7.4. Upon termination:

- a) All rights and licenses given to you in this Agreement shall immediately terminate.
- b) You must remove our Clients' banner/s from your site and disable any links from your site to theirs and ours.
- c) You will be entitled only to those unpaid referral fees, if any, earned by you on or prior to the date of termination. You will not be entitled to referral fees occurring after the date of termination.
- d) If you have failed to fulfil your obligations and responsibilities, we will not pay you the referral fees otherwise owing to you on termination.
- e) The continuation of play after termination by customers referred to our clients by you will not constitute a continuation or renewal of this Agreement or a waiver of termination.
- f) You will cease all uses of any trade names, trademarks, service marks, logos and other designations of our clients and us.
- g) You and we will be released from all obligations and liabilities to each other occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination, as set out in this Agreement.
- h) Termination will not relieve you from any liability arising from any breach of this Agreement that occurred prior to termination.

7.5. Brand bidding is a serious matter at Riviera Rewards. We therefore have set out limitations to advertising on the behalf of our affiliates. Please be advised that if you are found brand bidding, we reserve the right to withdraw your commissions paid to you at any time without any correspondence or warning and ultimately the termination of your account.

7.5.1 You may not, under any circumstances, use domain names utilized by Riviera Rewards and its clients, Casino Riviera Rewards / Riviera Rewards Casino. You may therefore not use domain names (www.Riviera Rewardsclub.com), brand names or any bid made by your party on keywords, search terms including and without limitations, Casino Riviera Rewards, Riviera Rewards Casino or Riviera Rewards.

7.5.2. If you are found scraping text from any the sites mentioned in 7.4.1

7.5.3. If you are found cloning any of the sites mentioned in 7.4.1

8. Confidential Information

8.1. During the term of this Agreement, you may be entrusted with Confidential Information relating to the business, operations or underlying technology of our Clients and/or the affiliate program (including, for example, referral fees earned by you under the program). You agree to avoid disclosure or unauthorized use of the Confidential Information to third persons or outside parties 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.

9. Compensation

9.1. You will earn referral fees based on Net Revenue, calculated according to the percentages reflected in the Fee Schedule below. Only credits actually purchased by a Real Player (in the case of Casino Clients) will be eligible for payment.

9.2.1. Net Revenue is defined as gross bets less payouts (calculated using the Client's software) less (i) progressive contributions (progressive games only); (ii) sign-up bonuses and/or promotions that may have been taken up; (iii) Charge backs and discretionary returns, less processing costs and software royalty fees.

9.3. Fee Schedule

Number of New First Time Depositors (FTD)	Commission
0 - 9	25%
10 – 19	30%
20 - 34	35%
35 - 49	40%
50 or more	45%

9.3.1. If in a calendar month the number of new Casino Customers referred by the Affiliate is equal to 0 (zero), such Affiliate will earn 10% Commission of the Casino Affiliate Net Win generated by such Affiliate's existing Casino Accounts.

9.4 We retain the right to change the fee schedule and method of calculation of fees.

9.5. If the account is in a negative position (e.g. because total customer winnings have exceeded total customer losses) a balance of zero will be carried over until the following month.

9.6. Player Quarantine Policy

The Quarantine Policy will come into effect when:

9.6.1 Any player generates a negative net win (in any given month) which is a greater negative than - €3000

9.6.2 The overall net win for the affiliate in that casino (in any given month) is a greater negative than - €2000

If both of the quarantine measures from point 1 are met, the negative net win generated by the player will be taken and compensated against future net wins by that player in future month/s.

All players placed in quarantine will be visible for affiliates to view within the profit reporting section in Riviera Rewards.

Any player's quarantine balance carried forward will not be set-off against other players' net win.

Quarantine happens in month 1. If a player wins in month 1 and the other players lose in month 1, the affiliate will be paid commission on the other players in month 1.

In the month that a player surpasses his quarantine value, the affiliate will begin earning commission for that player again.

Explanation of the quarantine policy:

Quarantine happens in month 1. If a player wins €10,000 in month 1 and the other players lose €6,000 in the same month, the affiliate is paid commission on €6,000, while the €10,000 is quarantined. This affiliate would otherwise have earned zero in month 1, but now earns commission on €6,000.

For Example:

Casino A:	Win/Loss
Player 1	1750 EUR
Player 2	700 EUR
Player 3	-10,000 EUR
Player 4	2050 EUR
Player 5	1500 EUR

Prior to the quarantine policy, an affiliate would not earn anything and the winnings would be offset against all the other players under the casino and be zeroed.

On the above example, with the quarantine policy in place, the affiliate would earn on the €6000.00.

With a player in quarantine, and for the duration of the quarantine, the player's negative is excluded from affiliate casino profit. Once the player has played back his/her negative profit, it will be accounted for as normal in affiliates' commission. If the quarantined player never returns and never plays the win back, the casino will suffer the loss alone. At no point will the loss be deducted from any affiliates' commission.

9.7. Referral fees will be based upon our good faith calculation based on our statistics.

9.8. 2nd Tier Affiliate Program - You shall be entitled to a referral bonus of 2%, with respect to monthly Net Revenue generated by visitors who arrive from other Affiliates that are referred to us, directly by you. Please note that negative carry over is applicable to 2nd tier earnings.

9.9. We retain the right to pass on any financial costs to your account that we may incur due to fraudulent activity actioned by players that you get to sign up at the casino.

9.10. A charge back is when a credit card-holder discovers irregular transactions made on his/her Credit/Debit Card that was not authorized by him/her. The credit card-holder can request his/her bank to reverse these charges. Charge backs relate to fraudulent use by a third party of the credit card holder's card or card number.

9.11. Should the player process a charge back, the charge back for that player will be deducted from the Affiliate's accumulated revenue, and therefore deducted from the total balance due to the Affiliate for the current month.

9.12. Should the deduction of the charge back amount exceed your current amount due, your balance will then revert to a negative balance and you will have to work your way back to zero before you can start earning revenue again.

9.13. Unlike with a player making a big win, which only lasts one month, a charge back will stay due until the revenue generated by your other players has covered the amount due.

9.14. We understand that this might be frustrating to the Affiliates, but it has to be made clear that the casino can only pay out a percentage of their profits, not fraudulent revenue.

9.15. No affiliate can earn commission from his/her own play or that of their immediate family.

10. Payment

10.1. We will pay you referral fees on a monthly basis, within the first 10 working days of each month for any fees earned by you in the previous month.

10.2. The minimum amount payable is €500 by wire transfer, €50 for other methods and 100 EUR equivalent for Bitcoin payments.

10.3. No Affiliate can earn commission from his / her own play, or that of their immediate family.

10.4 Inactive CPA Campaign: Any Cpa campaign without a single new depositing players in its first 3 months will be considered as inactive. Therefore that Cpa campaign will no longer be taken into consideration after that period of time, unless an agreement has been concluded between the affiliate and his/her affiliate manager.

10.5 Late Conversions payment: Any late conversion from terminated Cpa campaigns will be honoured and paid if it occurs within the 3 months following the termination of the campaign. After the 3 months period, Riviera Rewards will no longer be liable for payment of any late conversions.

11. Indemnity

11.1. You shall defend, indemnify and hold our Clients and their electronic cash provider, 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:

- a) Any breach by you of any warranty, representation, or agreement contained in this Agreement,
- b) The performance of your duties and obligations under this Agreement,
- c) Your negligence or
- d) Any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorized use of our banners and link or this referral program.

12. Disclaimers

12.1. We make no express or implied warranties or representations with respect to the referral program, Riviera Rewards or referral fee payment arrangements (including, without limitation, their functionality, warranties of fitness, merchantability, 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 site will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

13. Limitation of Liability

13.1. We 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 we have been advised of the possibility of such damages. Further, our 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.

13.2. 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 our directors, officers or shareholders. Any liability arising under this Agreement shall be satisfied solely from the referral fee generated and is limited to direct damages.

14. Assignability and Enurement

14.1. 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 on, inure to the benefit of, and enforceable against you and us and our respective successors and assigns.

15. Non-Waiver

15.1. 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. NO MODIFICATIONS, ADDITIONS, DELETIONS OR INTERLINEATIONS OF THIS AGREEMENT ARE PERMITTED OR WILL BE RECOGNIZED BY US. None of our employees, officers or agents may verbally alter, modify or waive any provision of this Agreement.

16. Remedies

16.1. Our rights and remedies hereunder 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 obligations 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.

17. Severability/Waiver

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

18. Independent Investigation

18.1. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THIS REFERRAL PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

In Witness Whereof:

You expressly agree to the terms and conditions of this Agreement by completing the registration process, downloading banners and creating a link from your site to our Client/s.