

# **RIALTO AFFILIATES TERMS AND CONDITIONS**

To become an affiliate of the Rialto Affiliate Program you must register as an affiliate by completing the online form. By registering as an affiliate of the Rialto Affiliate Program, you are deemed to have agreed to be bound by all the terms and conditions set out in this agreement.

**IF YOU DECIDE NOT TO ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT USE BANNER CODE, TEXT LINK CODE, PROMOTIONAL COPY OR ANY INFORMATION PERTAINING TO ANY CLIENT OF RIALTO CASINO.**

We reserve the right to terminate this agreement if we determine that your site is unsuitable. Unsuitable sites may include those that: promote sexually explicit materials, are targeted towards children or minors, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, promote illegal activities, or violate intellectual property rights.

This agreement details all the terms and conditions of membership to the Rialto Affiliate Program. "You", the "affiliate" refers to you, the individual, group or corporate entity registering with us as an affiliate under this Agreement, and shall be deemed to include any employees, officers, owners, controlling parties and affiliated individuals and entities (and "your" has a corresponding meaning).

## **1. Responsibilities of the Affiliate**

1. As an Affiliate you are responsible for promoting Rialto Casino by implementing the advertising, banners and tracking URL's on your websites, e-mails or other communications.

2. You will agree to register and maintain correct and truthful contact information.

3. You will present only approved content and topics on your site. Content that is deemed unsuitable will result in the affiliate agreement being terminated. Unsuitable content is defined as any content we believe to be unsuitable.

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 libelous 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, attorney's fees) relating to the development, operation, maintenance, and contents of your site.

## 2. Affiliation Guidelines

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

2. You may not modify any banners or other creative material supplied by us without prior written consent from us.

3. By agreeing to participate in the affiliate program, you are agreeing to download banners, text links or promotional material and place it on your site, utilize it within e-mail, direct marketing using your affiliate URL or print. These methods are by which you may advertise on the merchant's behalf.

4. Banners and links may not be placed within unsolicited e-mail, unauthorized newsgroup postings, or chat rooms or through the use of "bots". Traffic generated illegally will not be counted and may result in the termination of your account with us.

5. We will terminate this agreement immediately if there is any form of spamming or if you discredit the merchant or Rialto Casino or Rialto Affiliates through false advertising, written or uttered words.

6. You shall not make any claims, representations, or warranties in connection with us or the merchant and you shall have no authority to and shall not bind us or the merchant to any obligations.

7. 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 merchant's sites.

8. You will not knowingly benefit from known or suspected traffic not generated in good faith whether or not it actually causes 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.

9. Self Referral: Affiliates are permitted to establish a player account with Rialto Casino and wager real money on any game offered. However, the Rialto Affiliate Program policy prohibits affiliates from registering their player account under their own affiliate sheet. Commissions will be not paid out for their activity and the player account will be removed from their affiliate sheet. In this manner, affiliates are restricted from earning commission from their own wagering.

10. To receive credit for Sub-Affiliates, you must register them through the Rialto Affiliates Site or through your Affiliate Manager. In order to be clear, YOU WILL ONLY RECEIVE CREDIT FOR SUB-AFFILIATES THAT YOU SPECIFICALLY REGISTER UNDER YOUR SHEET. Any person registered as an Affiliate cannot subsequently be reclassified as a Sub-Affiliate. Under no circumstances are you allowed to (i) register yourself as your own Sub-Affiliate; (ii) use fictitious or alias names for the registration of Sub-Affiliates; or (iii) offer any type of enticement of monetary value or otherwise to potential Sub-Affiliates unless such enticements are approved by us.

This Marketing opportunity is for commercial use only, and you may not sign up or make deposits to any Account, directly or indirectly, through your Tracker(s) (or any Sub-Affiliate tracker) for your own personal use, to fraudulently increase the Affiliate Fees payable to you or to otherwise defraud us. In no event are you to receive Affiliate Fees on your own Player Account. Violation of this provision constitutes Fraud Traffic.

In addition to the Affiliate Fee for Players you refer; you will also receive, subject to the agreed upon payment plan and rate, 5% off of your Sub-Affiliate's commissions. This amount will be cumulative if minimum for payment would not be met by end of month.

Sub-affiliate commission will not be subject to negative carryover. If minimums are reached, it will still be paid even when regular Affiliate commissions don't reach the minimum.

### 3. Purchase Processing

1. You are only responsible for directing customers to the Rialto Casino website.

2. Only properly tagged customers can be assigned to an affiliate. Should an affiliate tag be improperly inserted into the affiliate site or not properly received by the Rialto Affiliates web server the resulting customer registration and purchases will not be assigned to the affiliate. Therefore it is the responsibility of the affiliate to ensure that all links are properly tagged.

### 4. Revenue Sharing, Fees & Payment

1. Rialto Affiliates will pay out revenue share on the commissionable earnings generated by each customer, as defined by the merchant. The 5-tiered commission table below pertains only to revenue share affiliates; CPA affiliates will be awarded a one-time flat fee payment subject to the qualification criteria.

2. Commissionable earnings or (NGR) are calculated as the merchants profit, less charge-backs, complimentary money, free money offers and other incentives offered to the customer.

1. Charge-back: A credit card holder discovers irregular transactions made on his/her Credit/Debit Card, which were not authorized by him/her. The credit card holder then requests 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.

2. Should the player process a charge back, the disputed or charged-back revenue generated by yourself will be forfeited and therefore deducted from the total balance due to you for the current month.

3. Should this deduction of the accumulated revenue exceed your current amount due, your balance will then revert to a negative balance,

and you will have to earn revenue to cover the charge-back before you can start earning revenue again.

4. Rialto Affiliates may include processing and/or networking fees in commission calculations depending on the platform and payment method.

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

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

2. Complimentary Money, Free Money and Other incentives refer to those amounts credited to the account of customers. As they have not purchased these amounts we cannot pay commissions on these amounts.

4. Commissionable earnings will be subject to commissions as calculated using the tiered commission table:

30% \$1 – 25,000

35% \$25,001 – \$40,000

40% \$40,001 and above

5. Negative earnings are not carried forward to the next month. Should the affiliate close the month with a positive balance (profit), payment will be issued to the method selected if it meets the minimum threshold.

6. The net revenue plan (25–35% net revenue) commissionable earnings will be earned for the life of the customer, on all transactions contributing to the affiliates monthly NGR, for as long as the affiliate remains a member of this affiliate program and actively promotes Rialto Casino according to the following:

1. You will be paid commissions for the lifetime of your player. In the event that an affiliate has not sent depositing players for a period of 3 months it is within the rights of the Rialto Affiliates management to reduce the affiliates commission rate to no less than 10%. Your affiliate manager is always available to help you develop a plan for success, and exceptions can be made at the manager's discretion.

7. Affiliates are paid commissions once per month. We send commission statements around the 15th of the following month and continue to process payments until the end of that month. Payments are expected for delivery approximately 2 weeks after processing is

completed and are effected by Neteller, Check, Moneybookers and Bank Wire. It is the responsibility of the affiliate to select the method of payment.

## 5. Policies & Confidentiality

1. The merchants assume ownership of the customer at point of first contact with the visitor. You, as affiliate, act as a referring agent for the merchants. We reserve the right to refuse customers (or to close their accounts) if necessary to comply with any requirements we may periodically establish.

2. By opening an account with a customer, that person or entity will become our Customers and, accordingly, all Client rules, policies, and operating procedures will apply to them.

3. 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.

## 6. Limited License

1. We hereby grant you a non-exclusive, revocable, non-transferable sublicense, for the term of this Agreement, to use any Trademarks solely for the display of the Text Links and Banners on your sites. This sublicense cannot be sublicensed, assigned or otherwise transferred by you, unless approved in writing by us. Your right to use the Trademarks is limited to and arises only out of the sublicense herein granted. We have the right to terminate this sublicense at any time by written notice to you. This sublicense will be terminated automatically upon the termination of this Agreement for any reason. You shall not assert the invalidity or unenforceability, or otherwise contest the ownership of the Trademarks, in any action or proceeding of whatever kind or nature, and shall not take

any action that may prejudice our or any of the Sites' rights (as an owner or licensee) in or to the Trademarks, or the right of any owner thereof, or render the same generic, or otherwise weaken their validity or diminish their associated goodwill. You shall not register or attempt to register any logo, trade mark, trade name, design, domain name or similar identifying material that contain, are confusingly similar to or are comprised of any Trademarks.

2. By this Agreement, we grant you the non-exclusive right to direct customers to our Clients' sites and services, in accordance with the terms and conditions of this Agreement. This Agreement does not grant you an exclusive right or privilege to assist us in the provision of services arising from your referrals, and we reserve the right to contract with and obtain the assistance from other parties at any time to perform services of the same or similar nature as yours. You shall have no claims to referral fees or other compensation on business secured by or through persons or entities other than you.

3. 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.

4. We reserve the right to revoke this license at any time and it shall have been deemed revoked at the termination of this agreement, for whatsoever reason.

5. Search Engine Marketing Policy (SEM) Policy – Affiliates engaging in Search Engine Marketing to include Search Engine Optimization (SEO) and /or pay per click advertising (PPC) to promote [www.RialtoCasino.com](http://www.RialtoCasino.com) are not authorized to utilize or bid on keywords incorporating the "Rialto Casino" or "Rialto Affiliates" names (A.K.A. branded terms) or any variation there of. In addition domain names may not contain any variation of the words "Rialto Casino" or "Rialto Affiliates" at any time, nor can the site resemble [www.RialtoCasino.com](http://www.RialtoCasino.com). Any offences by an affiliate or advertiser doing so will result in their account closure and forfeit of all players.

6. Affiliates are restricted from incorporating the "Rialto Casino" or "Rialto Affiliates" trade name or any variation there of in any social networking site (Facebook, MySpace, Friendster, LinkedIn and Twitter). This includes profile name, display name or social networking domain.

7. Affiliates are not allowed to use any outside technology to access, crawl, acquire, copy, "deep-link," "inline-link" or "page-scrape." This includes the use of "robots," "spiders" or other automated devices, programs, algorithms and methodologies or monitor any portion of the RialtoCasino.com web site. Affiliates caught using outside technologies to compromise www.RialtoCasino.com infrastructure and resources will be terminated from the program.

## Legal Responsibility

1. Ownership and content of our and our clients sites remain our respective properties and shall not be deemed to have been transferred to the affiliate through any act or omission in respect of the affiliation agreement.

2. Ownership, content and liability for affiliate sites are the sole responsibility of the affiliate. You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site.

3. 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.

4. It is the affiliate's responsibility to follow the correct linking and tagging procedure to ensure new customer tracking and payment.

5. Presentation of our banners & content on affiliate's site is the responsibility of the affiliate. The affiliate must ensure that our content is presented in accordance with our prescriptions.

6. Affiliate must ensure that any material posted on their site is legal and does not infringe copyright or violate any rights.

7. 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 change in this agreement is unacceptable to you, you may terminate this agreement by notifying Rialto Affiliates in writing at <http://support.rialtoaffiliates.com>. 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.

## 8. Spam – We do not condone Spam.

1. Any form of Spam will result in your account being placed under review and all funds due being withheld pending an investigation into your account. You need to be aware that our clients are liable to incur expenses in dealing with Spam generated mail and these same expenses will be deducted from your account should our client seek recourse. In this instance the amount determined by the relative client will be fair and deemed final and acceptable based on good faith and such amount will be collectable by law and deemed to have been accepted by yourself as fair and reasonable and as agreed to by registration as a member of Rialto Affiliates.

2. Should these expenses not be covered by funds in your account we reserve the right to investigate other alternative means for obtaining payment for example: should your account have generated purchasing accounts we will hold payment of commission for these accounts until such a time as the account for damages has been cleared. Should your account not be active and be generating profit through commission payments we reserve the right to demand payment from the account holder.

9. 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.

## 8. Miscellaneous

### 1. Governing Law & Jurisdiction

1. This Agreement will be governed by the laws of Costa Rica without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in Costa Rica and you irrevocably consent to the jurisdiction of its courts.

### 2. Assignability and Enurement

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.

### 3. Non-Waiver

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.**

### 4. Remedies

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.

### 5. Severability / Waiver

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.

### 9. Term & Termination

1. The term of this Agreement will begin when you register as an affiliate by completing the online form. The relationship between merchant and affiliate will be continuous unless either party notifies the other in writing that it wishes to terminate the Agreement, in which case

this Agreement may be terminated immediately. TERMINATION IS AT WILL, FOR ANY REASON, BY EITHER PARTY. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification.

2. In the event of termination of this agreement:

1. You must remove our Clients' banner/s from your site and disable any links from your site to theirs and ours.

2. All rights and licenses given to you in this Agreement shall immediately terminate.

3. You will be entitled only to those unpaid referral fees if any earned by you on or prior to the date of termination, save where termination is as a result of Your breach of terms of this Agreement, as detailed at 9.2.4 below.

4. If you fail to fulfill your obligations and responsibilities, we will not pay you the referral fees otherwise owing to you on termination

5. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

6. If we continue to permit activity (generation of revenue) from customers after termination, this will not constitute a continuation or renewal of this Agreement or a waiver of termination.

7. You will return to us 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 designations of the merchants.

8. All parties 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. Termination will not relieve you from any liability arising from any breach of this Agreement, which occurred prior to termination.

9. WE MAY TERMINATE THIS AGREEMENT IF WE DETERMINE (IN OUR SOLE DISCRETION) THAT YOUR SITE IS UNSUITABLE. 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.

## 10. Relationship of Parties

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, to contradict anything in this paragraph or be reasonably deemed to contradict this paragraph.

## 11. Indemnity

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

1. Any breach by you of any warranty, representation, or agreement contained in this Agreement,
2. The performance of your duties and obligations under this Agreement,
3. Your negligence or
4. 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

We make 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, 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

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. 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. Independent Investigation

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

### 15. IN WITNESS WHEREOF

By having read, the terms and conditions, and acknowledging such in the Affiliate sign-up form you agree to all the terms and conditions contained herein. Rialto Affiliates reserves the right to withhold payment from any Affiliate that violates any of the terms and conditions contained herein.