

Terms and Conditions

1. Introduction

1.1. By participating in the 1UpPartners-Partners Affiliate Program, you ("Affiliate") agree to comply with the terms and conditions set forth in this Agreement. By accessing and using any 1UpPartners-Partners marketing tools or accepting any reward, bonus, or commission, you acknowledge your acceptance of these terms. If you do not agree with these terms, you must immediately cease participation in the program.

1.2. 1UpPartners-Partners ("We", "Us", "Our") reserves the right to modify these terms at any time. Notification of changes will be sent to affiliates, and continued participation in the program constitutes acceptance of such modifications.

1.3. This Agreement incorporates the following sections, along with any agreed-upon Insertion Orders (IOs) and schedules. This Agreement governs your use of the 1UpPartners-Partners Affiliate Program, and you should read it carefully.

1.4. If you have any questions about this Agreement, please contact us at affiliates@1UpPartners.com.

2. Definitions

2.1. Affiliate, You, Your: The individual, company, or entity participating in the 1UpPartners-Partners Affiliate Program.

2.2. 1UpPartners, We, Us: The operator and administrator of the 1UpPartners Affiliate Program.

2.3. Merchant: Any third-party company that has contracted with 1UpPartners to promote its products or services through the Affiliate Program.

2.4. Visitor: Any person directed by the Affiliate to the Merchant's website through Affiliate links.

2.5. Commission Fees: Payments made to affiliates based on the performance of their referrals under the program.

2.6. Net Revenue: The sum of money remaining after applicable fees, bonuses, taxes, chargebacks, and other deductions are subtracted from the total revenue. For 1UpPartners, Casino Net Win is calculated as player wagering minus player winnings.

2.7. CPA Commission: A fixed payment for each qualifying customer referred by the Affiliate who meets predefined criteria, such as making a first-time deposit.

2.9. Fraud: Any intentional or unintentional activity by the Affiliate, Visitor, or referred customer that is considered deceptive, abusive, or against the rules of the Affiliate Program.

2.10. Chargeback: An invalid, fraudulent, or disputed card or debit payment, including where the card company or the paying bank claims back payment from the Merchant.

2.11. Real New Unique Players: Internet users who access the Merchant's site via the Affiliate's link, open a new user account, and make a minimum required deposit.

2.12. Excluded Person: Affiliates, their group companies, employees, relatives, or close friends, who are prohibited from earning commissions on their own referrals.

2.13. Chargebacks: Chargebacks are transaction reversals initiated by the player. Affiliates will not earn commissions for players who request chargebacks.

2.14. CPA Ignore: CPA Ignore occurs when a player's activity does not qualify for a CPA commission. No payment will be made for that player.

2.15. Payment Terms: Payment Terms outline when and how you as the affiliate are paid, based on qualified player activity and compliance with platform rules. Payments may be withheld if terms are not met.

3. Participation and Application Process

3.1. To participate in the Affiliate Program, you must complete an application form. 1UpPartners reserves the right to approve or reject your application at its discretion without providing reasons.

3.2. Participation in the program is limited to individuals who are of legal age in their jurisdiction and entities that comply with all relevant laws.

3.3. If approved, you will be granted access to the Affiliate Program platform, where you can access promotional materials, performance reports, and other resources.

3.4. The Affiliate Program is provided for your own personal use or for use by your business. You must ensure that all information provided in your application is accurate and up-to-date. If any information changes, you are responsible for updating your account details immediately.

3.5. You must keep your account credentials secure and are solely responsible for any activity that occurs under your account. If you suspect unauthorized access, you must notify us immediately.

3.6. Affiliates are prohibited from self-referrals and referring relatives or entities controlled by the Affiliate.

3.7. Enrollment in the 1UpPartners program similarly requires the submission of a complete account application. 1UpPartners will evaluate your application and notify you if it is accepted. Unsuitable sites may be rejected for various reasons, including inappropriate content, illegal activities, or violation of intellectual property rights.

4. Commission Structure

4.1. Revenue Share: Affiliates earn a percentage of the Net Revenue generated by the customers they refer, which is on a fixed Revenue Share.

4.2. CPA Commission: If agreed upon with your Affiliate Manager, you may earn a fixed CPA Commission for each qualifying referred customer. CPA Commissions will be paid based on first-time deposit, and are subject to a minimum baseline, which is based on First Time Deposit.

4.3. Hybrid Commission: 1UpPartners may offer a hybrid commission structure, combining CPA on First Time Deposit and Revenue Share commissions. Such arrangements will be defined with your Affiliate Manager.

4.4. Second-Tier Commission: You can earn up to 5% of the commissions generated by affiliates you refer to the program, provided that these affiliates are not friends, family members, or related entities. Additionally, all traffic sources, GEOs, and referred affiliates must be pre-approved by the Affiliate Manager before you are eligible to earn commissions from them.

Sub-affiliate accounts will automatically convert to standard affiliate accounts, severing the sub-affiliate connection after one year, unless otherwise agreed upon.

4.5. NNCO Clause: If a referred player wins more than €5,000 in a single month, their winnings will be excluded from the no negative carryover policy. The negative balance will be carried forward until the Net Gaming Revenue (NGR) generated by that player exceeds the amount previously lost by the brand, including all operational costs related to that player's activity.

4.6. Payment Terms: The figures provided for each month shall be considered final and binding 30 days after the end of the respective month. Payments will only be processed if the total due exceeds a minimum threshold of €1000. Once this threshold is met, payments will be made on a net 30 schedule, meaning payment will be processed within 30 days following the finalization of the numbers.

4.7. No Negative Carryover: Negative balances will not carry over to the following month unless they are due to fraud or a breach of this Agreement.

4.8. Minimum Performance: Affiliates must deliver at least ten new depositing players within a 3-month period to maintain their account. Failure to meet this threshold may result in the suspension or termination of your account.

4.9. CPA Validity Period: CPA is only valid for 31 days from the player's registration date. CPA payments will not be made for First-Time Depositors that occur outside of this 31-day period.

4.10. CPA Minimum Or Agreed Baseline Requirement: The CPA payment will be triggered only when a referred player meets the minimum or agreed-upon baseline deposit amount, or its equivalent in another currency, unless an alternative baseline has been expressly agreed upon in writing by the affiliate and the company. This baseline amount generally applies to the player's first deposit unless specified otherwise. Deposits below the agreed threshold will not qualify for CPA payments, and no compensation will be due to the affiliate for such deposits. If no negotiated baseline rate is in place, affiliates will be assigned a default minimum baseline of €21 EUR until agreed otherwise in writing.

4.11. CPA Ignore Policy: The CPA Ignore Policy automatically applies unless explicitly agreed otherwise in writing and is subject to periodic review. If a player's account is closed by security or by the player within 31 days of their initial deposit, that player will not be counted towards the affiliate revenue for that period.

If a player's account is closed due to fraudulent activities, such as bonus abuse, duplicate accounts, incentivized or motivated traffic, it will be removed from your affiliate account. The payout of CPA commissions is contingent upon meeting a minimum player life cycle. Accounts closed for personal reasons, like gambling addiction, will also be removed from your affiliate account.

Closure rates are reviewed monthly before the payment cycle ends.

4.12. Duplicate Player Clause – CPA Exclusion

CPA payments will not be issued for players identified as duplicates, including but not limited to cases where the same IP address has been used for multiple accounts. If a player is determined to have already registered via another source using the same IP, the CPA will be excluded to prevent duplicate payouts.

4.13. Chargebacks: As an Affiliate, you agree that all deposits and wagers by your referred players are final. Chargebacks for any reason are prohibited. You will not receive any payment or commission for players who initiate chargebacks.

4.14. Payment Terms and Inactive Accounts

All commission figures for each calendar month shall be deemed final and binding thirty (30) days after the end of the relevant month. Payments shall only be issued where the total accrued commission exceeds €1,000, in which case payment will be processed on a net thirty (30) basis.

Affiliates are solely responsible for providing and maintaining valid payment details.

Commissions remaining unpaid due to invalid or missing information may be forfeited at the end of each calendar year.

If an Affiliate fails to meet the €1,000 threshold within any rolling twelve (12) month period, the account may be deemed inactive. Inactivity may be determined by one or more of the following criteria:

No new sign-ups

High registration volumes with no corresponding deposit activity

No traffic activity for a continuous period of 3 months;

Persistently low monthly commission values.

Affiliates deemed inactive may have all accrued commission generated prior to the twelve (12) month period forfeited. Such determinations shall be made on a case-by-case basis at the Company's sole discretion. Exceptions may be granted where ongoing intent to promote is evident.

4.15. Baseline CPA Triggers: The baseline CPA is triggered upon a First-Time Depositor (FTD), unless otherwise stipulated in writing prior to the commencement of a campaign. Any deviation from this baseline must be agreed upon in writing.

5. Affiliate Obligations

5.1. Marketing Activities: You may only use approved marketing materials provided by 1UpPartners to promote the Merchant's products or services. You must not alter or modify any marketing materials without prior written consent.

5.2. Compliance with Laws: You agree to comply with all applicable laws, including data protection, advertising, and consumer protection laws. You are solely responsible for ensuring that your marketing activities are lawful in your jurisdiction.

5.3. Prohibited Activities: You are prohibited from engaging in any of the following activities:

Registering domain names similar to Merchant trademarks.

Using Merchant trademarks in pay-per-click (PPC) campaigns without written approval.

Sending unsolicited marketing communications (SPAM) without the recipient's consent.

Encouraging or participating in bonus abuse, collusion, or other fraudulent activities.

Targeting individuals under the legal age for gambling in their jurisdiction.

Promoting the Merchant's services in prohibited territories.

We do not accept incentivized traffic or motivated traffic. Any traffic deemed to be incentivized or motivated will result in the forfeiture of earnings from such traffic and potential termination of the affiliate account.

Affiliates may not promote our brands in geographic regions where our services are not accepted. Promoting in restricted GEOs will result in the loss of related earnings and may lead to suspension or termination of the affiliate account. You are responsible for ensuring compliance with our accepted GEO list, which may be updated periodically.

The use of social media traffic and App Store Optimization (ASO) traffic is strictly prohibited. If such traffic is identified, whether alone or combined with approved sources (e.g. PPC), all associated commissions will be withheld. The Company reserves the right to request traffic reports at its discretion. Any breach of this policy, including fraudulent activity, will result in the immediate forfeiture of commissions and may lead to account suspension or termination without notice. Any exceptions to this prohibition must be expressly negotiated, agreed upon, and documented in the IO. Absent such documented agreement, this provision shall remain fully enforceable.

5.4. SEO and Keyword Bidding: You may not bid on any keywords or search terms related to the Merchant's trademarks or engage in search engine marketing that conflicts with 1UpPartners or the Merchant's campaigns.

5.5. Confidentiality: You agree to maintain the confidentiality of any proprietary information provided by 1UpPartners, including details about commission structures, marketing strategies, and customer data. Confidentiality obligations will survive the termination of this Agreement.

5.6. Campaign Key Performance Indicators (KPIs)

The performance and success of any campaign will be evaluated against specific Key Performance Indicators (KPIs). These KPIs include, but are not limited to, the following:

- No creation of duplicate accounts.
- No self-exclusions by referred players.
- No account closures within 30 days of registration.
- Absence of fraudulent activity.

These KPIs apply to all campaign traffic sources, including, but not limited to PPC, SMS, Email marketing, and other relevant channels.

Failure to meet the outlined KPIs may result in the withholding of payments associated with the campaign. All campaign traffic must fully comply with these terms, and any non-compliance may lead to further actions, including the potential forfeiture of future earnings.

6. Fraud and Compliance

6.1. Fraud Monitoring: 1UpPartners monitors affiliate traffic and customer activity for signs of fraud. If we suspect fraudulent activity, we reserve the right to suspend your account and withhold commissions until the matter is resolved.

6.2. Fraudulent Traffic: Any traffic generated through fraudulent means, including but not limited to incentivized traffic, motivated traffic, bonus abuse, collusion, or self-referrals, is strictly prohibited. Traffic identified as fraudulent will result in the immediate forfeiture of all earnings and may lead to the termination of the affiliate account.

6.3. Account Suspension: In the event of a fraud investigation, your account may be suspended, and commissions withheld. If fraud is confirmed, your account will be terminated, and you will forfeit any unpaid commissions.

6.4. Compliance with Data Protection Laws: You must comply with all applicable data protection laws, and ensure that any personal data you process is done so with the appropriate legal basis and safeguards.

7. Payment Terms

7.1. Commission Payments: Commission payments will be made to the payment method selected by the affiliate. It is your responsibility to ensure that payment details are accurate and up-to-date. 1UpPartners is not responsible for any payment failures due to incorrect or outdated information.

7.2. Currency and Fees: All payments will be made in Euros. Affiliates are responsible for any currency conversion fees or transfer fees associated with receiving payments.

7.3. Unclaimed Payments: If 1UpPartners is unable to pay your commissions due to incorrect or incomplete payment details, the unpaid balance will be retained for six months. If the issue is not resolved within this period, the commissions will be forfeited. 1UpPartners and will attempt to communicate with you using the contact details provided in your account to remind you to update your payment method before the forfeiture occurs. However, it is your responsibility to ensure that all personal, contact, and payment method details are accurate and up to date.

7.4. Payment Threshold: The minimum payment threshold is €1,000. If your commissions for a given month are below this threshold, the amount will be rolled over to the next month, until this amount is reached. Please send all invoices to finance@1uppartners.com.

7.5. Streamers' Revenue Share Cap: The revenue share allocated to streamers is limited to a maximum duration of one year. Following the expiration of this one-year period, streamers shall no longer be entitled to receive any revenue share derived from the players they have referred.

7.6. Revenue Share Validity Period: The revenue share arrangement for affiliates shall remain in effect for a period not to exceed two years, unless an alternative duration has been expressly agreed upon in writing between both parties.

7.7. Account Closures and Revenue Share: Revenue share will not apply to players who have closed their accounts. Reasons for account closures include, but are not limited to: bonus abuse, duplicate accounts, gambling addiction, and any other factors deemed related. In the event a player closes their account, affiliates will cease to earn revenue from that player.

7.8. If the Affiliate and Affiliate Manager agree on a specific traffic source, the Affiliate must exclusively use that source. Any traffic generated from a source not explicitly approved by the Affiliate Manager will not be eligible for payment.

Non-Payment for Unapproved Traffic: Any conversions or actions resulting from unapproved traffic sources will not be compensated. 1UpPartners reserves the right to withhold all payments related to such traffic.

Compliance: The Affiliate is responsible for ensuring that all traffic originates from the agreed-upon source. Any deviation may result in non-payment and further review of the Affiliate's account.

8. Termination

8.1. Termination by Affiliate: You may terminate this Agreement at any time by providing written notice to 1UpPartners. Upon termination, you must remove all promotional materials and cease using any links or trademarks provided by 1UpPartners.

8.2. Termination by 1UpPartners: 1UpPartners reserves the right to terminate this Agreement at any time, with or without cause, by providing written notice to the affiliate. In the event of termination for breach of terms, fraudulent activity, or non-compliance with applicable laws, all unpaid commissions will be forfeited.

8.3. Consequences of Termination: Upon termination of this Agreement, you must immediately cease using all marketing materials and remove any links to Merchant websites.

8.4. Closure of a Market: If our brands are required to leave a market due to legal or regulatory changes, this Agreement will no longer apply within that market. Existing customer accounts within the closed market may be terminated.

8.5. Brand Promotion Requirement: If an affiliate stops promoting 1UpPartners' brands or removes them from their website, all earnings will immediately cease, including future earnings from previously referred players. Active promotion is required to maintain eligibility for all commissions.

9. Risk Allocation

9.1. Neither 1UpPartners, nor the affiliate shall be liable to the other for incidental, indirect, consequential, special, punitive, or exemplary damages, including lost revenue, loss of business, or loss of data, arising from this Agreement, regardless of whether the liable party was advised of the possibility of such damages.

10. Acknowledgment of No Warranty

10.1. Except as expressly provided herein, neither party warrants that their respective websites will perform without interruption, error, or defect, or that any specific revenue will result from the activities contemplated by this Agreement. Neither party makes any warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights.

11. Assignment

11.1. Neither 1UpPartners, nor the affiliate may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Any purported assignment or delegation without such consent shall be null and void.

12. Governing Law

12.1. This Agreement and any disputes arising from it shall be governed by and construed in accordance with the laws of Curacao.

13. Independent Contractors

13.1. 1UpPartners, and the affiliate are independent contractors under this Agreement. Nothing herein shall create a partnership, joint venture, or agency relationship between the parties. Neither party has the authority to enter into agreements on behalf of the other.

14. Disclaimer

14.1. It is the affiliate's responsibility to declare taxes on their earnings in accordance with their country's regulations. 1UpPartners are not responsible for the actions of their Merchants concerning the payment of affiliate commissions.

14.2. 1UpPartners are not responsible for the tracking of cookies or how cookies are maintained on the Merchant's site. The maintenance of tracking and cookies is the responsibility of the Merchant.

15. Waiver

15.1. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or other provisions. All waivers must be made in writing and signed by an authorized representative of the waiving party.

16. Modifications

16.1. 1UpPartners may modify any of the terms and conditions set forth in this Agreement by replacing them with the modified ones and notifying the affiliate of such modifications. Modifications may include changes to referral fees, fee schedules, payment procedures, and program rules. Continued participation in the program after modifications signifies acceptance of the revised terms.

17. Data Protection

17.1. The affiliate warrants that, where applicable, they have the legal grounds to process all personal data in accordance with applicable data protection laws, have obtained valid consents from individuals when necessary, and hold all requisite data protection licenses and registrations in all relevant jurisdictions.

17.2. Upon termination, the affiliate must return all confidential information and Merchant data in their possession, and all obligations regarding data protection and confidentiality shall survive the termination of this Agreement.