

TERMS & CONDITIONS FOR OPERATORS:

These Terms and Conditions (“**T&Cs**”) together with the Insertion Order (“**IO**”) constitute a legally binding agreement made between the Operator and Growth Leads Limited (“**GLL**”), a company formed under the laws of Malta with registration number C 91083 and with registered office at Level 9, Portomaso Business Tower, St Julian’s Malta.

These T&Cs are deemed to be accepted by the Operator upon the Operator’s engagement of GLL’s services.

GLL and the Operator are hereinafter jointly also referred to as the “**Parties**” and each individually as a “**Party**”.

1. Definitions:

“**Effective Date**” means the date of signature of the IO and these T&Cs;

“**Fees**” means the fee payable by GLL to the Operator as agreed to in the IO between the Parties and as subject to the provisions of these T&Cs;

“**Operator**” means any company which engages the services of GLL;

“**Tracker**” means the method used to identify a person as having been introduced to the Websites by GLL;

“**Websites**” means the website/s which the Operator instructs GLL to promote and drive persons to;

2. The Parties’ Obligations:

- 2.1. The Operator shall be solely responsible for developing, operating, and maintaining the Website/s and GLL shall use all reasonable commercial efforts to market and promote the Website/s and the products and services for sale on such Website/s.
- 2.2. GLL will be responsible for referring or introducing persons to the Website/s, which referrals or introductions shall be tracked through a Tracker and in consideration for which the Operator shall pay GLL the Fees.
- 2.3. The Operator is not permitted to alter or interfere with the Tracker in any manner especially in any manner which impacts the Fees due by the Operator to GLL.

3. Fees:

- 3.1. In consideration for GLL’s services, the Operator shall pay the Fees as agreed to in writing in the IO and in the currency agreed to in the IO.
- 3.2. The Operator shall pay GLL in full satisfaction of any invoice it receives within fifteen (15) days of the date of that invoice.
- 3.3. The Operator shall make all payments to GLL in full via bank wire transfer to the bank account designated by GLL from time to time.
- 3.4. The acceptance by GLL of a part payment of any sums required to be paid under these T&Cs shall not constitute a waiver or release of the right of GLL to payment in full of such sums.

4. Exposure Subscription:

- 4.1. Where the Operator is to be listed on any of GLL's domains, as may be agreed with GLL in writing (including by email) from time to time (a '**Listing**'), the Operator shall pay to GLL a monthly fee (the 'Listing Fee') as consideration for the Listing.
- 4.2. GLL may apply a discretionary discount where the applicable Listing Fees are prepaid by the Operator, depending on how.
- 4.3. The Listing Fee will give the Operator exposure on the chosen GLL domains, including:
 - 4.3.1. Independent Operator and bonus content reviews;
 - 4.3.2. Listing on Operator and bonus comparison tables;
 - 4.3.3. Regular product, bonus and promotional updates; and
 - 4.3.4. Content changes as requested by the Operator.
- 4.4. Any Listing confirmed by the Operator shall be for such period as is required by the Operator, subject to a mandatory minimum of six (6) months for the first booking made with GLL (the 'Initial Listing'). The Listing shall automatically renew for the same duration as the Initial Listing, unless the Operator terminates the subscription in accordance with Clause 4.5 or if otherwise agreed to by GLL.
- 4.5. The Operator may terminate the subscription at any time by giving a minimum of one (1) month's notice in writing prior to the expiry of the subscription term, through an email to a GLL representative. For the avoidance of doubt, should the Operator have booked a six (6) month subscription period, notice of the intent to terminate the subscription must be given by the end of the fifth month of subscription. GLL retains the right to terminate the subscription at any time without notice and without specifying any reason.

5. Warranties:

- 5.1. Each Party represents and warrants to the other that:
 - 5.1.1. it is duly authorised to sign and execute this IO and T&Cs;
 - 5.1.2. it acts as agent for itself and all of its group companies and that it has the requisite rights, powers and authority to do so; and
 - 5.1.3. it has obtained and will maintain in force all necessary registrations, authorisations, consents and licences to enable it to fulfil its obligations under these T&Cs and that it fully complies with all applicable laws and regulations.
- 5.2. Each Party agrees to:
 - 5.2.1. perform any further act/s and execute and deliver any further document(s) which may be reasonably required to carry out the provisions of these T&Cs; and
 - 5.2.2. at all times act in good faith so as to preserve for the other Party the benefits intended under these T&Cs.

6. Data Protection:

- 6.1. Each Party shall, at its own expense, ensure that it complies with all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) the Data Protection Act (Chapter 586 of the Laws of Malta) and the General Data Protection Regulation ((EU) 2016/679).

7. Term and Termination:

- 7.1. Any arrangements agreed in the IO shall take effect from the Effective Date and shall continue indefinitely and in full force until such time as it is terminated in accordance with the provisions.
- 7.2. Any arrangements agreed in the IO may be terminated by either Party at any time, by providing two (2) weeks' written notice to the other Party.
- 7.3. Each Party shall be entitled to immediately terminate any arrangements agreed in the IO:
- 7.3.1. if the other Party is in material breach of any term, condition or provision of these T&Cs and does not remedy such breach within seven (7) days of being required by written notice to do so; or
- 7.3.2. if the other Party becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or is any of its assets are the subject of any form of seizure, or goes into liquidation, either voluntary (other than for solvent reconstruction or amalgamation) or compulsory, or if the receiver or administrator is appointed over its assets.
- 7.4. GL shall be entitled to terminate any arrangements agreed in the IO at any time that the Operator shall fail to pay any duly invoiced sums owing to GLL. Interest, at the highest rate permissible at law, shall be payable on all unpaid invoices after the passage of 30 (thirty) days from the date of transmission to the Operator.

8. Applicable Law and Jurisdiction:

- 8.1. These T&Cs shall be governed by and construed in accordance with the laws of Malta.
- 8.2. In the event of any dispute, controversy or claim arising out of or relating to these T&Cs, or the breach, interpretation, termination, or validity thereof, the parties agree to refer such dispute, controversy or claim to arbitration. The arbitration shall take place under the Rules of Arbitration as established under the Malta Arbitration Act (Cap 387 of the Laws of Malta), as in force at the time the dispute is referred to it. The place of arbitration shall be in Malta. There shall be one arbitrator jointly appointed by both Parties or in default of agreement on the arbitrator there shall be three arbitrators appointed in accordance with the said Rules. The arbitration shall be held according to the laws of Malta both insofar as matters of procedure as well as in relation to substantive matters. The language to be used in the arbitral proceedings shall be the English language. The Parties agree that the award of the arbitrators shall be the sole and exclusive remedy between them regarding any claims, counterclaims or other issues arising out of these T&Cs, and the award shall be final and binding.

9. Miscellaneous

- 9.1. The Parties hereby agree and acknowledge that the terms and conditions set out in this T&Cs and IO will take precedence over any conflicting or contradictory terms and conditions in any other agreement entered into between the Parties.
- 9.2. Any amendments to these T&Cs shall be notified to the Operator through email and shall have effect from the date of notice.
- 9.3. These T&Cs shall be binding upon the Parties and each of their respective successors and permitted assigns and transferees.
- 9.4. Neither Party to these T&Cs shall be entitled, without the prior written consent of the other, to assign, novate or otherwise transfer all or any of its rights or obligations under these T&Cs.
- 9.5. If a provision of these T&Cs is held to be invalid, illegal, not binding, or unenforceable (either in whole or in part), the remainder of these T&Cs shall continue to be effective to the extent that, in view of the Agreement's substance and purpose, such remainder is not inextricably related to and therefore in severable from the invalid, illegal, not binding or unenforceable provision.