

Affiliate Program Agreement (v3.70)

This Affiliate Program Agreement, including all schedules, policies, guidelines, and any future amendments posted or otherwise made available by the Company, collectively the “**Agreement**,” governs participation in the affiliate program of **GZYN Inc.**, (owner and operator of 4everi.com), a **California Corporation** with its principal place of business in **San Francisco, Bay Area, California** (“**Company**,” “**we**,” “**us**,” or “**our**”).

By applying for, accessing, or participating in the Affiliate Program, or by using any Affiliate Link or promoting any Company product or service, you (“**Affiliate**,” “**you**,” or “**your**”) agree to be bound by this Agreement.

1. Definitions

For purposes of this Agreement:

- 1.1. “**Affiliate Program**” means the Company’s marketing referral program through which approved affiliates may promote Company Products and earn Commissions for Qualified Customers.
- 1.2. “**Affiliate Management Platform**” means the third-party affiliate tracking, reporting, asset management, and payment platform designated by Company from time to time.
- 1.3. “**Affiliate Link**” means a unique tracking link, code, pixel, cookie, referral URL, coupon code, or other tracking mechanism assigned to Affiliate by Company or through the Affiliate Management Platform.
- 1.4. “**Commission**” means the amount payable to Affiliate for a Qualified Customer, subject to this Agreement.
- 1.5. “**Company Products**” means Company’s web applications, SaaS products, software platforms, subscriptions, modules, add-ons, and related services, including initially the Company’s end-to-end recruiting tool combining ATS, CRM, talent sourcing, and sales management features, and any future products such as a contract management repository.
- 1.6. “**Customer**” means an individual or entity that signs up for, purchases, or subscribes to a Company Product.
- 1.7. “**Eligible Products**” means Company Products designated as eligible in the Affiliate Management Platform or by Company.
- 1.8. “**Qualified Customer**” means a new Customer referred by Affiliate through a valid Affiliate Link during the applicable Cookie Period who completes any required free trial and becomes a paying Customer, subject to all eligibility requirements in this Agreement.
- 1.9. “**Cookie Period**” means the period during which tracking cookies or other attribution methods may credit Affiliate for a referral. The initial Cookie Period is ninety days.
- 1.10. “**Net Subscription Revenue**” means subscription fees actually received by Company from a Qualified Customer for eligible Company Products, excluding taxes, VAT/GST/HST, duties, refunds, credits, chargebacks, discounts, rebates, implementation fees, professional services fees, consulting fees, support fees, marketplace fees, payment processing fees, and any other non-subscription amounts unless Company states otherwise in writing.
- 1.11. “**Marketing Materials**” means Company-approved banners, links, copy, images, logos, trademarks, videos, demos, landing pages, product descriptions, promotional materials, email templates, and other marketing assets made available by Company.
- 1.12. “**Prohibited Conduct**” means the restricted activities described in this Agreement, including those in [Section 9](#).

2. Enrollment and Approval

- 2.1. Application. To participate in the Affiliate Program, you must submit a complete and accurate application through the Affiliate Management Platform or any other method designated by Company.
- 2.2. Approval Discretion. Company may accept or reject any application at its sole discretion, with or without explanation.
- 2.3. Eligibility. You represent that:
 - a. you have authority to enter into this Agreement;
 - b. all information provided by you is accurate and complete;
 - c. you will comply with all applicable laws, regulations, and industry standards;
 - d. your websites, channels, communications, and promotional methods are lawful and do not infringe third-party rights;
 - e. and you are not located in, organized under the laws of, or ordinarily resident in any country or territory subject to applicable trade sanctions or embargoes that would prohibit participation.
- 2.4. Ongoing Review. Company may review your promotional methods, traffic sources, content, and compliance at any time. Company may require changes, suspend tracking, withhold Commissions, or terminate your participation if Company determines that your conduct violates this Agreement or may harm Company.

3. Appointment and Relationship

- 3.1. Limited Right to Promote. Subject to this Agreement, Company grants Affiliate a limited, revocable, non-exclusive, non-transferable right to promote Company Products using approved Affiliate Links and Marketing Materials.
- 3.2. No Agency. Affiliate is an independent contractor and not an employee, agent, partner, franchisee, joint venturer, legal representative, or reseller of Company. Affiliate has no authority to bind Company or make commitments on Company's behalf.
- 3.3. No Exclusivity. This Agreement is non-exclusive. Company may operate other referral, partner, reseller, or affiliate programs and may work with other affiliates, agencies, partners, resellers, or customers.

4. Affiliate Links, Tracking, and Attribution

- 4.1. Use of Affiliate Links. Affiliate must use the assigned Affiliate Links or approved tracking methods provided through the Affiliate Management Platform. Company is not responsible for tracking failures caused by Affiliate's incorrect link usage, browser restrictions, ad blockers, user cookie deletion, privacy settings, broken links, redirects, third-party platform issues, or any other circumstance outside Company's reasonable control.
- 4.2. The Cookie Period is ninety (90) days. Company may change the Cookie Period at any time in accordance with [Section 23](#).
- 4.3. Attribution Model. Unless Company states otherwise, attribution will be determined by the Affiliate Management Platform based on its then-current tracking rules. Company may use last-click, first-click, coupon code, direct assignment, or another attribution method at its discretion.
- 4.4. Conflicting Attribution. If multiple affiliates, partners, paid campaigns, resellers, sales representatives, or other channels are associated with a Customer, Company's records and the Affiliate Management Platform's attribution data will control, unless Company determines that an adjustment is appropriate.
- 4.5. No Guarantee of Tracking. Company does not guarantee that tracking will be error-free. Affiliate is responsible for monitoring its dashboard and promptly reporting suspected tracking issues.
- 4.6. Manual Adjustments. Company may manually adjust referrals, Commissions, attribution, or Customer status to correct errors, prevent abuse, account for refunds or chargebacks, comply with this Agreement, or resolve disputes.

5. Free Trials and Qualified Customers

- 5.1. Thirty-Day Free Trial. Company offers a thirty-day free trial period to Customers for Company Products. Affiliate will not earn a Commission merely because a prospect begins a free trial.
- 5.2. Paid Conversion Required. A Commission is earned only if the referred prospect completes the free trial and becomes a Qualified Customer by converting to a paid subscription and Company actually receives eligible payment.
- 5.3. New Customers Only. Unless Company approves otherwise in writing, Commissions are payable only for new Customers who have not previously purchased, subscribed to, trialed, or been in active sales discussions with Company within the lookback period determined by Company.
- 5.4. Excluded Customers. The following are not Qualified Customers unless Company approves otherwise in writing:
 - a. Existing Company customers;
 - b. Company employees, contractors, officers, directors, investors, or their immediate family members;
 - c. Affiliate's own business, parent company, subsidiary, affiliate, or commonly controlled entity;
 - d. Self-referrals;
 - e. Fraudulent, fake, duplicate, test, or incentivized signups;
 - f. Customers acquired through Prohibited Conduct;
 - g. Customers that cancel, refund, charge back, or fail to pay;
 - h. Customers already attributed to another channel under Company's attribution rules; and
 - i. Customers located in jurisdictions where participation or payment is prohibited.

6. Commission Structure

- 6.1. Commission. Unless otherwise stated by Company, Affiliate will earn a Commission equal to thirty (30) percent of Net Subscription Revenue actually received by Company from each Qualified Customer.
- 6.2. Recurring Monthly Commission. Commissions are calculated monthly based on eligible subscription payments actually received from Qualified Customers, subject to the [Payment Schedule](#). If a Qualified Customer pays monthly, the Commission will be calculated on each eligible monthly subscription payment, subject to this Agreement.

- 6.3. Annual Plans. Company may later offer annual subscription plans with discounted pricing. If annual subscriptions are eligible for Commissions, Company may calculate Commission based on Net Subscription Revenue actually received for the annual subscription, either as a one-time Commission, monthly allocation, or another method designated by Company.
- 6.4. Future Tiered Commission Model. Company may introduce, modify, or replace the Commission structure with a tiered model based on revenue generated by Affiliate, number of Qualified Customers, plan type, product type, Customer segment, region, or other criteria. Any such changes will be governed by Section 23.
- 6.5. No Commission on Certain Amounts. Commissions are not payable on taxes, VAT/GST/HST, duties, refunds, credits, discounts, rebates, free trial periods, implementation fees, professional services, custom development, consulting, support fees, training fees, migration services, reimbursed expenses, payment processing charges, marketplace fees, or other excluded amounts unless Company expressly states otherwise.
- 6.6. Refunds and Chargebacks. If Company refunds, credits, reverses, writes off, or is charged back for any Customer payment, Company may deduct or claw back the corresponding Commission from current or future payouts.
- 6.7. Subscription Downgrades, Upgrades, and Cancellations. If a Qualified Customer upgrades, downgrades, cancels, pauses, fails to pay, or otherwise changes its subscription, Commissions will be adjusted accordingly.
- 6.8. Commission Qualification Period. Company imposes a thirty (30) day holding and validation period before approving Commissions to account for refunds, cancellations, payment failures, fraud review, or customer verification.
- 6.9. No Commissions After Termination Unless Approved. Unless Company states otherwise in writing, Commissions are payable only while Affiliate remains an active, approved participant in good standing. Company will cease paying future recurring Commissions after termination of this Agreement, except for Commissions that were validly earned, approved, and payable before termination.
- 6.10. No Guaranteed Earnings. Company does not guarantee that Affiliate will earn any Commission or generate any particular amount of revenue.

7. Payments

- 7.1. Payment Platform. Commissions will be tracked, reported, and paid through the Affiliate Management Platform or another payment method designated by Company.
- 7.2. Payment Schedule. Company will pay commissions to Affiliate monthly via the Affiliate Management Platform. Commissions earned in a given calendar month are subject to a thirty (30) day holding and validation period. Eligible commissions will be paid net thirty (30) days after this validation period concludes, subject to minimum payout thresholds, final transaction approval, payment processor timing, and ongoing compliance checks. If and when Company introduces Annual Subscriptions, Company will determine a Payment schedule at such time and update this Agreement.
- 7.3. Minimum Payout Threshold. Company sets a minimum payout threshold of USD \$100.00. Commissions below this threshold will roll over monthly. However, if Affiliate's account remains inactive (earning zero new commissions) for more than twelve (12) consecutive months, all accrued balances below the threshold will expire and be forfeited.
- 7.4. Payment Information. Affiliate must provide accurate payment details, tax documentation, and any required compliance information. Company is not responsible for delayed or failed payments caused by incomplete, inaccurate, or outdated information.
- 7.5. Taxes. Affiliate is solely responsible for all taxes, duties, withholdings, levies, and reporting obligations arising from Commissions. Company may withhold amounts if required by law.
- 7.6. Currency. Payments will be made in the currency designated by Company or the Affiliate Management Platform. Currency conversion fees or exchange rate differences are Affiliate's responsibility unless prohibited by law.
- 7.7. Unclaimed Amounts. If Commissions cannot be paid due to Affiliate's failure to provide required information or maintain an active payment account, Company may hold the amounts for a reasonable period. After that period, Company may deem the amounts forfeited to the extent permitted by law.
- 7.8. Disputes. Affiliate must notify Company of any Commission dispute within thirty days after the disputed amount appears or should have appeared in the Affiliate Management Platform. Failure to timely dispute constitutes waiver of the dispute.

8. Marketing Materials and Brand Use

- 8.1. Approved Materials. Affiliate may use only Company-approved Marketing Materials or materials expressly approved in writing by Company.
- 8.2. 8.2 Limited Trademark License. Company grants Affiliate a limited, revocable, non-exclusive, non-transferable license to use Company trademarks, logos, and Marketing Materials solely to promote Company Products under this Agreement.
- 8.3. Brand Guidelines. Affiliate must comply with Company's brand guidelines, trademark guidelines, product messaging guidelines, and any instructions provided by Company.
- 8.4. No Modification. Affiliate may not alter Company logos, trademarks, screenshots, videos, claims, pricing, or product descriptions except as expressly authorized.

- 8.5. No Misleading Statements. Affiliate must not make false, misleading, deceptive, exaggerated, or unsupported claims about Company, Company Products, pricing, functionality, integrations, security, compliance, performance, availability, roadmap, or customer results.
- 8.6. No Implied Endorsement. Affiliate may not imply that Company sponsors, endorses, owns, operates, or is responsible for Affiliate's website, business, services, or content.
- 8.7. Removal of Materials. Upon Company's request, Affiliate must immediately stop using and remove any Marketing Materials, Company trademarks, or promotional content.

9. Prohibited Conduct

Affiliate must not engage in any of the following without Company's prior written approval:

- 9.1. Paid Search Restrictions.
 - a. bidding on Company trademarks, product names, domain names, misspellings, variations, or confusingly similar terms;
 - b. using Company trademarks in paid search ad copy, display URLs, destination URLs, or ad extensions;
 - c. direct linking from paid ads to Company websites using Affiliate Links; or
 - d. using paid ads that impersonate Company.
- 9.2. Domain and Social Handle Restrictions. Affiliate must not register, purchase, use, or control domains, subdomains, social media handles, app names, group names, or usernames containing Company trademarks, product names, misspellings, or confusingly similar terms.
- 9.3. Coupon, Deal, and Incentive Sites. Affiliate must not promote unauthorized coupons, discounts, rebates, cashback, rewards, points, bonuses, or incentives. Coupon or deal promotion requires Company's prior written approval.
- 9.4. Email and Messaging Restrictions. Affiliate must not send spam or unsolicited messages. All email, SMS, direct messages, and similar communications must comply with applicable laws, including CAN-SPAM, CASL, GDPR, ePrivacy laws, TCPA, and other anti-spam or electronic communications rules.
- 9.5. Misrepresentation. Affiliate must not represent itself as Company, pretend to be Company's official website, impersonate Company personnel, or create confusion about the relationship between Affiliate and Company.
- 9.6. Fraudulent Activity. Affiliate must not use bots, fake accounts, click farms, cookie stuffing, forced clicks, ad injection, toolbar traffic, browser extensions, malware, spyware, unauthorized redirects, hidden iframes, automated scripts, or other artificial or deceptive methods.
- 9.7. Self-Referrals. Affiliate may not refer itself, its own company, related entities, employees, contractors, or household members unless Company approves in writing.
- 9.8. Infringing or Harmful Content. Affiliate must not promote Company on websites or channels containing or promoting unlawful, defamatory, obscene, pornographic, violent, discriminatory, hateful, misleading, infringing, or otherwise harmful content.
- 9.9. Unauthorized Discounts or Pricing Claims. Affiliate must not publish pricing, discount, or promotional claims unless current and authorized by Company.
- 9.10. Negative Marketing. Affiliate must not engage in misleading comparison advertising, false reviews, fake testimonials, defamatory statements, brand disparagement, or deceptive competitive claims.
- 9.11. Lead Brokering. Affiliate must not purchase, sell, rent, broker, or transfer leads involving Company Products without Company's prior written consent.
- 9.12. Use of Customer Data. Affiliate must not collect, store, sell, rent, share, or misuse Customer or prospect personal data in violation of law or this Agreement.
- 9.13. Interference with Company Sales. Affiliate must not interfere with Company's direct sales process, make unauthorized offers, negotiate pricing, promise custom terms, or represent that Affiliate can approve contracts on Company's behalf.
- 9.14. Security Testing. Affiliate must not conduct vulnerability scanning, penetration testing, scraping, reverse engineering, load testing, or similar activities against Company systems without written authorization.
- 9.15. Unapproved AI, Automation, or Scraping. Affiliate must not use automated systems, scraping tools, AI agents, or data enrichment tools in a manner that violates laws, third-party terms, or Company policies.
- 9.16. Other Conduct. Affiliate must not engage in any conduct that Company determines, in its sole discretion, may harm Company's reputation, customers, systems, business, or legal compliance.

10. Affiliate Compliance Obligations

- 10.1. Legal Compliance. Affiliate must comply with all applicable laws, regulations, industry rules, platform terms, and advertising standards.

- 10.2. Endorsement Disclosures. Affiliate must clearly and conspicuously disclose its affiliate relationship with Company wherever required by law, including applicable FTC endorsement guidelines or equivalent rules. Disclosures must be placed near the relevant promotional claim and must be understandable to the audience.
- 10.3. Examples of Disclosure. Acceptable disclosures may include statements such as: "I may earn a commission if you purchase through my link." Affiliate is responsible for ensuring that disclosures comply with applicable laws.
- 10.4. Accurate Content. Affiliate is responsible for ensuring that all promotional content is accurate, current, compliant, and not misleading.
- 10.5. Platform Terms. Affiliate must comply with the terms of any advertising network, social media platform, marketplace, email service provider, or other channel used for promotion.
- 10.6. Records. Affiliate must maintain records sufficient to demonstrate compliance with this Agreement and provide them to Company upon reasonable request.

11. Customer Relationship

- 11.1. Customers Belong to Company. All Customers are Company's customers. Company controls pricing, plans, trials, onboarding, support, billing, account management, renewals, cancellations, refunds, and product availability.
- 11.2. No Customer Contract by Affiliate. Affiliate may not enter into contracts, subscriptions, statements of work, purchase orders, or other agreements on Company's behalf.
- 11.3. Company Terms Apply. Customers must agree to Company's applicable terms of service, privacy policy, subscription terms, and any other customer agreements.
- 11.4. Right to Reject Customers. Company may reject, suspend, terminate, or decline to provide services to any Customer or prospect at its discretion.

12. Product Changes

- 12.1. Company may modify, suspend, discontinue, rebrand, reprice, bundle, unbundle, or change any Company Product, feature, plan, free trial, discount, subscription model, or service at any time. Company is not liable to Affiliate for any such change.

13. Confidentiality

- 13.1. Confidential Information. "Confidential Information" means non-public information disclosed by Company, including business plans, pricing strategies, product roadmaps, customer information, sales information, technical information, financial information, marketing strategies, security information, and Affiliate Program data.
- 13.2. Obligations. Affiliate must protect Confidential Information using reasonable care and may use it only to perform under this Agreement.
- 13.3. Exclusions. Confidential Information does not include information that Affiliate can prove was publicly known without breach, already known lawfully, independently developed, or received lawfully from a third party without restriction.
- 13.4. Required Disclosure. If Affiliate is legally required to disclose Confidential Information, Affiliate must provide prompt notice to Company unless legally prohibited.
- 13.5. Survival. Confidentiality obligations survive termination of this Agreement.

14. Data Protection and Privacy

- 14.1. Privacy Compliance. Affiliate must comply with all applicable privacy and data protection laws, including GDPR, UK GDPR, CCPA/CPRA, ePrivacy laws, CAN-SPAM, CASL, TCPA, and similar laws where applicable.
- 14.2. Lawful Collection. Affiliate must collect, use, store, and disclose personal data only with proper notice, consent, lawful basis, and security safeguards.
- 14.3. No Sensitive Data. Affiliate must not provide Company with sensitive personal data unless Company has expressly agreed in writing.
- 14.4. Security Measures. Affiliate must implement reasonable administrative, technical, and physical safeguards to protect personal data.
- 14.5. Data Incidents. Affiliate must promptly notify Company if Affiliate becomes aware of unauthorized access, disclosure, loss, or misuse of personal data related to Company, Customers, prospects, or the Affiliate Program.
- 14.6. No Sale of Data. Affiliate must not sell, rent, or share Company prospect or Customer data except as expressly permitted by law and this Agreement.
- 14.7. Tracking Technologies. Affiliate is responsible for providing any notices and obtaining any consents required for cookies, pixels, tracking links, analytics, or similar technologies used by Affiliate.

15. Intellectual Property

- 15.1. **Company Ownership.** Company retains all rights, title, and interest in Company Products, websites, software, trademarks, logos, Marketing Materials, documentation, content, and intellectual property.
- 15.2. **No Implied Rights.** Except for the limited license expressly granted in this Agreement, Affiliate receives no rights in Company intellectual property.
- 15.3. **Feedback.** If Affiliate provides suggestions, ideas, feedback, or recommendations, Company may use them without restriction or compensation.
- 15.4. **Affiliate Content.** Affiliate retains ownership of its own content, subject to Company's rights in Company intellectual property. Affiliate grants Company a non-exclusive, worldwide, royalty-free license to use Affiliate's name, logo, and publicly available promotional content for Affiliate Program administration, marketing, reporting, and compliance purposes.

16. Warranties and Disclaimers

- 16.1. **Affiliate Warranties.** Affiliate represents and warrants that:
 - a. it has authority to enter into this Agreement;
 - b. its performance will comply with applicable laws;
 - c. its promotional activities will not infringe third-party rights;
 - d. its content will not be false, misleading, unlawful, or harmful; and
 - e. it will not engage in Prohibited Conduct.
- 16.2. **Company Disclaimer.** The Affiliate Program, Affiliate Management Platform, Affiliate Links, Marketing Materials, reporting, tracking, and Company Products are provided "as is" and "as available." Company disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement, availability, accuracy, and uninterrupted operation.

17. Indemnification

Affiliate will indemnify, defend, and hold harmless Company and its officers, directors, employees, contractors, affiliates, licensors, service providers, successors, and assigns from and against all claims, damages, liabilities, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:

- a. Affiliate's breach of this Agreement;
- b. Affiliate's promotional activities;
- c. Affiliate's violation of law;
- d. Affiliate's infringement or alleged infringement of third-party rights;
- e. Affiliate's misuse of Company intellectual property;
- f. Affiliate's privacy, data protection, or electronic marketing violations;
- g. Affiliate's negligence, willful misconduct, fraud, or Prohibited Conduct; or
- h. claims made by prospects, Customers, regulators, platforms, or third parties arising from Affiliate's conduct.

18. Limitation of Liability

- 18.1. **No Indirect Damages:** To the maximum extent permitted by applicable law, in no event will Company, its affiliates, or their respective officers, directors, employees, shareholders, or agents be liable for any indirect, incidental, special, consequential, punitive, exemplary, or lost profit damages arising from or related to this Agreement, even if advised of the possibility of such damages.
- 18.2. **Liability Cap.** To the maximum extent permitted by applicable law, Company's total aggregate liability for all claims arising from or related to this Agreement will not exceed the greater of: (a) USD \$1,000.00 (one thousand); or (b) the total Commissions actually paid to Affiliate during the three (3) months immediately preceding the event giving rise to the claim.

19. Suspension and Termination

- 19.1. **Term.** This Agreement begins when Affiliate is accepted into the Affiliate Program and continues until terminated.
- 19.2. **Termination by Either Party.** Either party may terminate this Agreement at any time, with or without cause, by giving notice through the Affiliate Management Platform, email, account dashboard, or other reasonable method.
- 19.3. **Immediate Suspension or Termination.** Company may immediately suspend or terminate Affiliate if Company determines that Affiliate:
 - a. breached this Agreement;
 - b. engaged in Prohibited Conduct;
 - c. violated law;
 - d. submitted fraudulent, misleading, or low-quality traffic;
 - e. harmed or may harm Company's reputation, systems, or customers;
 - f. failed to provide required tax, payment, or compliance documentation;
 - g. became inactive; or
 - h. otherwise acted inconsistently with the purposes of the Affiliate Program.

19.4. Effect of Termination. Upon termination, Affiliate must immediately:

- a. stop using Affiliate Links and other marketing assets;
- b. stop promoting Company Products as an affiliate;
- c. remove Company trademarks, Marketing Materials, and affiliate disclosures referring to the program;
- d. stop representing any relationship with Company; and
- e. return or destroy Confidential Information upon request.

19.5. Commissions After Termination. Company may withhold, cancel, or reverse Commissions associated with breach, fraud, Prohibited Conduct, refunds, chargebacks, or invalid referrals. Unless Company agrees otherwise in writing, Affiliate will not earn future recurring Commissions after termination.

19.6. Survival. Sections concerning payment adjustments, taxes, confidentiality, intellectual property, data protection, warranties, indemnification, limitation of liability, termination effects, dispute resolution, governing law, and any provisions intended to survive will survive termination.

20. Audit and Compliance Review

20.1. Compliance Review. Company may request information about Affiliate's promotional methods, traffic sources, campaigns, disclosures, email practices, advertising accounts, and compliance processes.

20.2. Cooperation. Affiliate must cooperate with Company's compliance reviews and provide requested information within a reasonable time.

20.3. Remedies. If Company determines that Affiliate violated this Agreement, Company may require corrective action, suspend Affiliate Links, reverse Commissions, withhold payments, terminate Affiliate, or pursue other remedies.

21. Third-Party Affiliate Management Platform

21.1. Platform Terms. Affiliate must comply with the terms, policies, and procedures of the Affiliate Management Platform.

21.2. Platform Availability. Company is not responsible for downtime, errors, tracking failures, payment delays, data loss, or other issues caused by the Affiliate Management Platform.

21.3. Platform Changes. Company may change, replace, or discontinue use of any Affiliate Management Platform at any time.

22. Changes to this Agreement and Program Terms

22.1. Right to Modify. Company may modify this Agreement, Commission rates, Commission structure, Cookie Period, attribution rules, payout schedule, eligible products, prohibited activities, Marketing Materials, platform, program policies, or any other Affiliate Program terms at any time.

22.2. Notice of Changes. Company may provide notice of changes by posting updated terms on Company's website, posting in the Affiliate Management Platform, updating the affiliate dashboard, sending email notice, or using any other reasonable method. Affiliate is responsible for regularly reviewing Company's website, affiliate dashboard, and Affiliate Management Platform for updates.

22.3. Effective Date. Changes will become effective on the date stated in the notice or updated terms. If no date is stated, changes become effective when posted or made available.

22.4. Acceptance by Continued Participation. Affiliate's continued participation in the Affiliate Program, continued access to the Affiliate Management Platform, continued use of Affiliate Links, continued use of Marketing Materials, or continued referral of traffic after changes become effective constitutes Affiliate's acceptance of the updated terms.

22.5. Rejection of Changes. If Affiliate does not agree to updated terms, Affiliate's sole remedy is to stop participating in the Affiliate Program and terminate this Agreement.

22.6. Previously Earned Commissions. Unless required to address fraud, breach, refunds, chargebacks, tracking errors, legal compliance, or Prohibited Conduct, Company will not retroactively reduce Commissions that were validly earned, approved, and payable before the effective date of a change.

23. General

23.1. **Publicity:** Affiliate may not issue press releases, public announcements, case studies, or statements implying a strategic partnership, endorsement, reseller relationship, or sponsorship by Company without Company's prior written approval.

23.2. **Non-Disparagement:** Affiliate must not make false, misleading, or malicious statements about Company, Company Products, Company personnel, Customers, competitors, or the Affiliate Program. Nothing in this section restricts truthful statements required by law.

23.3. **Assignment:** Affiliate may not assign, transfer, delegate, or sublicense this Agreement or any rights or obligations under it without Company's prior written consent. Company may assign or transfer this Agreement in connection with a merger, acquisition, restructuring, sale of assets, financing, or by operation of law.

- 23.4. **Force Majeure:** Company will not be liable for delay or failure to perform due to events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, internet failures, hosting failures, payment processor issues, governmental actions, pandemics, power failures, cyberattacks, or third-party service interruptions.
- 23.5. **Governing Law and Venue:**
- a. This Agreement and any dispute arising out of or related to it will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. Each party irrevocably consents and submits to the exclusive personal jurisdiction and venue of the state and federal courts located in Alameda County, California for the resolution of any such dispute.
 - b. Class Action Waiver. To the maximum extent permitted by law, disputes must be brought only on an individual basis and not as a class, collective, consolidated, or representative action.
- 23.6. **Injunctive Relief:** Affiliate acknowledges that breach of confidentiality, intellectual property, brand use, data protection, or Prohibited Conduct provisions may cause irreparable harm, and Company may seek injunctive relief without posting bond where permitted by law.
- 23.7. **Notices:** Company may provide notices by email, Affiliate Management Platform message, dashboard notice, website posting, or other reasonable method. Affiliate must keep contact information current. Notices to Company must be sent to legal.notice@4everi.com:
- 23.8. **Entire Agreement:** This Agreement, including all schedules, policies, guidelines, platform terms, and updated terms incorporated by reference, constitutes the entire agreement between the parties regarding the Affiliate Program and supersedes all prior or contemporaneous agreements, communications, and understandings concerning the Affiliate Program.
- 23.9. **Severability:** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect. The invalid provision will be modified to the minimum extent necessary to make it enforceable.
- 23.10. **Waiver:** Company's failure to enforce any provision of this Agreement does not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by Company.
- 23.11. **Interpretation:** Headings are for convenience only and do not affect interpretation. Words such as "including" mean "including without limitation." Any ambiguity will not be construed against the drafting party.