

## Terms and Conditions of Tell-a-Friend of Smart Spin Ltd.

These Terms and Conditions describe the procedure of participation in the Tell-a-Friend (hereinafter referred to as the “**Program**”). The Program aims to reward engagement of new players as a member and/or a customer of Smart Spin Ltd. (hereinafter the “**Company**” or “**Smart Spin**”).

By participating in Tell-a-Friend you (“**Referrer**”) consent to the terms and conditions set forth in this document as may be updated or modified from time to time in accordance with the provisions below.

### 1. DESCRIPTION OF THE PROGRAM

#### 1.1. Tell-a-Friend

The program envisages that a Referrer introduces and recommends Smart Spin to new players.

##### 1.1.1. Referral link between a Referrer and a player

With the purpose of a proper reference of a player, a Referrer should provide to a player the referral link. A player has to use the unique referral link for registration and sending an application in order to become a Smart Spin’s member and/or customer. The referral link can be found in a Referrer’s dashboard by link <https://smartspin.com/user/dashboard/> (the “**Dashboard**”).

##### 1.1.2. Importance of a referral link

The referral links are decisive, in case a new player has registered previously in Smart Spin under a different referral link, he will be tracked to a Referrer who first recommended Smart Spin to this player.

### 2. REMUNERATION

#### 2.1. Calculation of remuneration

For each player recommended to Smart Spin a Referrer shall be entitled to the following remuneration:

<b>The recommended player’s Stake Level<sup>1</sup>, USD</b>	<b>One-time payout upon reaching the <i>First Stage</i><sup>2</sup>, USD</b>	<b>One-time payout upon reaching the <i>Second Stage</i><sup>3</sup>, USD</b>
up to 2	25	75
5	25	75
10	50	150
25	50	150
50	75	175

100	75	175
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1 - the **Stake Level** shall mean the rank assigned by Smart Spin to the recommended player upon entering into the main contract with him, and the highest stake allowed for this player pursuant to his rank.

2 – the **First Stage** shall mean the moment when the recommended player finished the 50% of the games under the main contract concluded with Smart Spin.

3 – the **Second Stage** shall mean the moment when the recommended player finished the 100% of the games under the main contract concluded with Smart Spin.

## 2.2. Payment of remuneration

The remuneration is payable by Smart Spin under a Referrer's request to the following email [affiliate@smartspin.com](mailto:affiliate@smartspin.com), in the amount specified in Clause 2.1. above as per the Stake Level of the recommended player and upon reaching of the First Stage and then of the Second Stage, accordingly.

A Referrer can check the amount of remuneration anytime in the Dashboard.

**The amount of Smart Spin's services fee due by a Referrer under the main contract with Smart Spin can be discounted on the amount of remuneration due to the Referrer under this Program.**

For a Referrer, who is not an active Smart Spin's member, a payment can be made exclusively on the Referrer's account opened at MuchBetter.

## 2.3. Payment duration

A Referrer is entitled for the remuneration during the term of validity of the main contract concluded between Smart Spin and a recommended player provided that any further extension of the duration of the contract and/or changing of any provisions of the contract that may result in its extension shall not be regarded for the purposes of remuneration of the Referrer.

For the avoidance of doubts, any trial agreement that may be concluded between Smart Spin and the recommended player for the first 3000 (three hundred) games shall not be regarded for the purposes of remuneration to the Referrer under the Program.

## **3. MISCELLANEOUS**

- 3.1. The Referrer is free to use Smart Spin's referral materials, which can be found in the Dashboard.
- 3.2. Smart Spin has a full right to reject introduced and/or recommended candidates without explanation of reasons for the rejection.
- 3.3. Smart Spin's decision will be final in a dispute between referrers in relation to these Terms and Conditions and/or the Program.

#### **4. AMENDMENTS AND TERMINATION**

- 4.1. Smart Spin reserves the right to amend these Terms and Conditions immediately at any time and for any reason whatsoever by sending a notice to a Referrer on discord channel, by email or any other electronic means. A Referrer's continuation of participation in the Program shall be deemed to attest his/her agreement to any amendments to the Terms and Conditions.
- 4.2. Smart Spin may terminate and/or suspend these Terms and Conditions immediately without or with a notice at any time on discord channel, by email or any other electronic means.
- 4.3. In the event of termination of these Terms and Conditions, Referrer's entitlement to participate in the Program shall cease immediately.

#### **5. GOVERNING LAW**

These Terms and Conditions and any matters relating thereto shall be governed by and construed in accordance with the laws as mentioned in the agreement concluded between Smart Spin and a Referrer.

The disputes arising out of these Terms and Conditions shall be resolved according to the procedure stipulated in the agreement concluded between Smart Spin and a Referrer.

#### **6. SEVERABILITY**

Each provision of the Terms and Conditions is severable, and if any provision is or becomes invalid or unenforceable or contravenes any applicable regulations or law, the remaining provisions will not be affected.

#### **7. ASSIGNMENT**

Smart Spin reserves the right to assign its rights and obligations under the Terms and Conditions, in whole or in part, at any time without a notice. A Referrer may not assign any of its rights or obligations under the Terms and Conditions.

#### **8. CONFIDENTIALITY**

A Referrer agrees that he/she shall at all times (both during the term of the Terms and Conditions and for 12 months after its termination) keep confidential, and shall not without the prior written consent of Smart Spin disclose to any third party any information concerning the Terms and Conditions, unless such information is agreed in writing by Smart Spin not be confidential or to be disclosable.

#### **9. LIMITATION OF LIABILITY**

- 9.1. Smart Spin shall not be liable for any loss or damage of whatsoever nature suffered by the Referrer arising out of or in connection with any act, omission,

misrepresentation or error made by or on behalf of the Referrer or arising from any cause beyond Smart Spin's reasonable control.

- 9.2. The Referrer acknowledges and agrees that Smart Spin is in no way liable for any virus or other contaminants which may enter the Referrer's email system or computer network.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. Smart Spin and the Referrer hereby agree that the Referrer shall not acquire any intellectual property rights whatsoever in respect of the Program, and any related documentation and other materials used by Smart Spin in connection with or related to the Terms and Conditions.
- 10.2. Referrer undertakes to indemnify and hold harmless Smart Spin in respect of any loss or damage which it may suffer as a direct or indirect consequence of a Referrer's breach of this clause 10.

A Referrer may express his understanding, acceptance and consent with the Terms and Conditions and its binding nature by notification of Smart Spin via Discord, Skype, Zendesk, e-mail. By participation in Tell-a-Friend a Referrer confirms his/her understanding, consent and acceptance of all the Terms and Conditions.

***Last update: 4<sup>th</sup> of September 2020***