



## EnterAtlantis Affiliate Agreement

*EnterAtlantis* prides itself on one of the most aggressive, innovative, and incentive based online poker *Affiliate Programs* in the world. We will do everything possible to assist and enhance your *EnterAtlantis Affiliate* experience to ensure it remains a positive one. The *EnterAtlantis* standard *Affiliate Agreement* below contains the complete terms and conditions that apply to any individual or entity participation in *EnterAtlantis.com Affiliate Program*. Please review the *Agreement* below. Once you have accepted the terms and conditions you will be on your way to earning revenue from the most friendly and generous *Affiliate Program* in the industry.

Suggestions and ideas are welcome and should be addressed to [AffiliateSupport@EnterAtlantis.com](mailto:AffiliateSupport@EnterAtlantis.com).

As used in this *Agreement*, "we", "us" and "*EnterAtlantis.com*" means the website *EnterAtlantis.com* and its operator and "*Affiliate*" means the individual or entity that applies for *Affiliate* payment in accordance with the terms and conditions herein.

### 1. GENERAL

- a. This is the most recent version of the *Affiliate Agreement*, as released and posted on May 31, 2007. This version modifies, replaces and supersedes all prior versions of this *Agreement*.
- b. By marketing for and referring new *Players* to *EnterAtlantis.com* through a *Tracker*, you agree to be bound by all the terms and conditions set out in this agreement. On your acceptance of this *Agreement* online, we will automatically become counter-parties to this *Agreement*.
- c. If you do not wish to accept all the terms and conditions of this agreement, you are choosing not participate in the *EnterAtlantis.com Affiliate Program*.

### 2. DEFINITIONS

- a. "Account" is the uniquely assigned account that is created for a *Player* when he/she opens an account at *EnterAtlantis.com*.
- b. "*Affiliate* Number" means the numeric code you are assigned when you sign up as a participant in the *Affiliate Program*.
- c. "*Affiliate Reward*" is the amount due and payable to you, based solely on *EnterAtlantis.com*'s system's data, in accordance with the payment plan you selected on the *Affiliate Sign Up Form* when signing up and/or activating additional *Trackers*.
- d. "*Affiliate Revenue*" is the sum total of all *Players*' "rake" contributions while playing at *EnterAtlantis.com* and participating in the *Affiliate Program*.



- e. "Percentage Plan" means we pay you based on a percentage of the Revenue generated by *Players*.
- f. "Fraud Traffic" means deposits, revenue or traffic generated at the Website through illegal means or in bad faith or the intent to defraud us, regardless of whether or not it actually causes us harm. Fraud Traffic includes but is not limited to spam, false advertising, deposits generated on stolen credit cards, collusion, manipulation of the service, system, bonuses or promotions, offers to share the *Affiliate Reward* directly or indirectly with *Players*, and any other unauthorized use of any third party accounts, copyrights or trademarks.
- g. "Periodic revenue" means revenue as calculated at the end of each specified period for calculation of *Affiliate Rewards*, which is to date paid shortly after the end of each calendar month.
- h. "*Player*" or "*Player Account*" defines the Account opened at *EnterAtlantis.com* by real a money *Player* via a *Tracker*. Real money *Players* are defined as persons who make the minimum required deposit within 60 days of opening the Account.
- i. "Website" means the *EnterAtlantis.com* website located at, <http://www.EnterAtlantis.com> and its related pages as well as the downloadable application for playing multi-player poker.
- j. "Spam" or "Unsolicited Promotions" means emails or any other messages that are circulated by you, directly or indirectly, including messages that are posted on newsgroups, chat boards and other types of Online forums and which:
  - Are directed at people who have not consented to receiving promotional messages from you.
  - Contain false or misleading statements.
  - Do not truthfully identify the source or the originating IP Address.
  - Do not provide the recipient with an option to easily "Remove" them from receiving future mailings or promotions.
- k. "*Tracker*" means the unique Tracking Code or Bonus Code provided exclusively to each *Affiliate*, through which *EnterAtlantis* tracks and calculates *Affiliate Rewards*.
- l. "Tracking Code" means a unique hyperlink (URL) to *EnterAtlantis.com* through which an *Affiliate* refers potential *Players* from a Website. When the *Player* opens his/her Account, the system automatically logs the Tracking Code and records you as the *Affiliate*.

### **3. TERMS and CONDITIONS**

- a. Identity and Disclosure. By agreeing to the terms and conditions of this *Affiliate Program*, you must provide true and complete information to *EnterAtlantis* at all times; including but not limited to, your identity, contact information, payment instructions, nationality, residency, location and nature of your marketing activities, and any other information that *EnterAtlantis* may request at any time.



- b. Marketing Activities and Responsibilities. *Affiliates* will, at their own cost and expense, market to and refer potential *Players* to the Website. *Affiliates* will be solely responsible for the content and manner of their marketing activities. All marketing activities must be professional, proper and lawful under applicable rules or laws. *Affiliates* may not place Banners or Text Links, that directly link *Players* to *EnterAtlantis*, on any website. *Affiliates* may not use any media or medium that is libelous, discriminatory, obscene, unlawful or otherwise unsuitable, or which contains sexually explicit, pornographic, obscene or graphically violent materials. *Affiliates* must not actively target or market to any persons who are less than 18 years of age, regardless of the legally allowable age of a *Player* in the state or land that they reside. *Affiliates* will not use Spam, Adware or Spyware in marketing attempts. Violation of this provision will cause an *Affiliate* to forfeit all *Affiliate Rewards* earned.
- c. Approved Marketing Materials. *Affiliates* will only use the Banners and Text Links and any other marketing materials provided and/or pre-approved by *EnterAtlantis*. *Affiliates* will not modify the Marketing Materials without prior written consent of *EnterAtlantis*. During the term of this *Agreement*, *EnterAtlantis* will grant the *Affiliate* a terminable, non-exclusive, non-transferable right to use the Marketing Materials for the sole purpose of marketing to potential players and referring the same to the Website. Generally, *EnterAtlantis* will provide you, without charge, the guidelines, graphic artwork, and permitted text to use in promotional materials. CD and other customized promotion materials provided to the *Affiliate* by *EnterAtlantis* will be at cost and may be deducted from that *Affiliate's* fees if applicable. Under no circumstance are *Affiliates* allowed to use Marketing Materials or any other promotional materials provided by *EnterAtlantis* in a manner that may potentially confuse a potential *Player*. Violation of this provision will cause an *Affiliate* to forfeit all *Affiliate Rewards* earned.
- d. Competitive Marketing. For purposes of clarification, it is hereby stated that no *Affiliate* shall market to potential *Players* on any Internet site promoted by *EnterAtlantis*; or in any other manner which results in the *Affiliate* competing with *EnterAtlantis's* own promotion of itself. In the event that an *Affiliate* is in breach of the foregoing provisions, *EnterAtlantis* reserves the right to render the Tracking Code(s) assigned to an *Affiliate* inoperative and the *Affiliate* will forfeit all *Affiliate Rewards* earned.
- e. Non-Assignment. *Trackers* are solely designated to specific *Affiliates* for their use only and are not to be assigned to others without the written consent of *EnterAtlantis*.
- f. Commercial Use Only. This Marketing opportunity is for commercial use only, and an *Affiliate* may not sign up or make deposits to any Account, directly or indirectly, utilizing their *Tracker(s)* for their own personal use, to fraudulently increase the *Affiliate Rewards* payable to you or to otherwise defraud *EnterAtlantis*.



- g. Good Faith Marketing. *Affiliates* will not knowingly or unknowingly benefit from any known, unknown, suspected or unsuspected Fraud Traffic. For clarity, *EnterAtlantis* reserves the right to withhold or withdraw amounts generated by Fraud Traffic from *Affiliate Rewards* on the *Trackers*, regardless of whether an *Affiliate* participated in or knew about the Fraud Traffic. In the event that *EnterAtlantis* determines that an *Affiliate* has knowingly participated in, or knowingly benefited from Fraud Traffic with the intent to defraud *EnterAtlantis*, then the *Affiliate Agreement* terminates immediately and all *Affiliate Rewards* earned will be forfeited.
- h. *Player* Information. By opening an Account at the Website, *Players* will be subject to all rules, policies and operating procedures that govern their activity with *EnterAtlantis*. *EnterAtlantis* reserves the right to refuse service to any potential *Player* and to close the Account of any *Player*, at any time, at *EnterAtlantis's* sole discretion. All *Players* and their data will remain the sole and exclusive property of *EnterAtlantis*. *Affiliates* will not have access or rights to such information, except as expressly stated herein.

#### **4. REPORTS and PAYMENTS**

- a. Reports. We will track and report *Player* activity for purposes of calculating your *Affiliate Rewards*. The form, content and frequency of the reports may vary from time to time at our sole discretion. At a minimum, you will receive a monthly report with your payment indicating the total amount of Monthly Revenue collected from *Players* that month per *Tracker*. As deemed appropriate, and at our sole discretion, reports may be distributed more frequently.
- b. *Affiliate Rewards*. You will be paid in accordance with the amounts and/or percentages on the *Affiliate Sign Up Form*. Notwithstanding the foregoing, we may elect to not accept your preferred payment plan and we shall notify you of such decision on your application to join the *Affiliate Program*.
- c. Time and Minimum Amount of Payment. *Affiliate Rewards* will be paid and sent out to you within fifteen (15) days of the specified period, except that, if the total amount due is less than USD50, the balance will be carried over and added to the next period's *Affiliate Rewards* until the total amount is more than USD50. In the event, the balance amount carried over does not total USD50 within eight (8) consecutive periods, then the amount due will be voided and cancelled, and we may terminate this *Agreement*.
- d. Holdover for Fraud Traffic. In the event that we deem any activity suspicious, in your Account or in multiple Accounts, we may delay payment of the *Affiliate Rewards* to you for up to 180 days to verify the relevant transactions. In the event that we determine the activity to constitute Fraud Traffic, we shall be entitled to recalculate or withhold your *Affiliate Rewards* accordingly and in our sole discretion.



- e. **Method of Payment.** All payments will be due and payable in United States Dollars only. Payment will be credited to your *Affiliate* account at our sole discretion, and as we deem appropriate. We may accommodate other methods of payment. Any charges incurred for other methods of payment will be covered by you and deducted from your *Affiliate Reward*.
- f. **Player Tracking.** You understand and agree that potential *Players* must link through a Tracking Code when they sign up in order for you to receive *Affiliate Rewards* in relation to such potential *Players*. In no event is *EnterAtlantis* liable for an *Affiliate's* failure to use the right *Trackers* or hyperlinks if they are deleted, corrupted, or unusable.
- g. **Time and Minimum Amount of Payment.** *Affiliate Rewards* will be paid and sent out to you within fifteen (15) days of the close of each specified period, except that, if the total amount due is less than USD50, the balance will be carried over and added to the next period's *Affiliate Rewards* until the total amount is more than USD50. In the event, the balance amount carried over does not total USD50 within eight (8) consecutive periods, then the amount due will be voided and cancelled, and we may terminate this *Agreement*.
- h. **Player Verification.** *Affiliate Rewards* in relation to new *Players* will be dispatched only following our verification and investigations concerning all new *Players*.
- i. **Negative Revenue.** In the event that the Revenue quotient is a negative amount during any given period(s), such negative amount shall be carried forward and deducted from the Revenue amount of the relevant subsequent period of time. In the event that the Revenue quotient is a negative amount for eight (8) consecutive periods, we shall be entitled to terminate this *Agreement*.

## **5. TERMS AND TERMINATION**

- a. **Terms and Termination.** This *Agreement* will take effect when the *Affiliate* receives *Trackers* from *EnterAtlantis*. This *Agreement* will be continuous until terminated. *EnterAtlantis* reserves the right to refuse any *Affiliate Program* application. In the event that we elect to refuse your application subsequent to your receipt of the *Trackers*, we shall notify you of the same and we shall be entitled to render the *Trackers* inoperative.
- b. **Termination By You.** You may terminate this *Agreement*, with or without cause, immediately upon written notice to us. In addition, you may cease marketing the Website any time that you choose.



- c. Termination By Us. We may terminate this *Agreement*, with or without cause, upon thirty-days (30) written notice to you. Further, we may terminate this *Agreement* immediately, without notice, in the following events:
1. When you materially breach this *Agreement*.
  2. When the total cumulative balance of *Affiliate Rewards* due to any *Affiliate* is less than USD 50 for eight (8) consecutive periods or three (3) consecutive months, which ever is longer.
  3. When *EnterAtlantis* determines, and acts within our discretion, on an *Affiliate* who knowingly benefited from Fraud Traffic as set forth in Section 2.f herein.
  4. If the total number of new *Players* introduced by an *Affiliate* in a sixty-day period is less than 1 (one).
  5. If *EnterAtlantis* determines that an *Affiliate* has utilized Spam, Adware, Spyware, or engaged in unacceptable marketing techniques as set forth in Section 2.j herein.
  6. Effect of Termination. The following will apply upon the effective date of termination:
    - You will cease promotional activity and all rights and licenses given to you under this *Agreement* will terminate immediately, except as expressly stated herein.
    - You will return all confidential information and cease use of any of our trade names, trademarks, service marks, logos, banners and other designations of *EnterAtlantis.com*.
    - We may leave open, redirect or deactivate any *Trackers* in our sole discretion without any obligation to pay you on new *Players* who come in or would have come in on those *Trackers*.
    - We will continue to pay you *Affiliate Rewards* for all existing *Players* who signed up through the effective date of termination and on any Revenue generated by these *Players* for as long as they continue to play in accordance with this *Agreement* and any other *Agreements* to which they have agreed to. However, if this *Agreement* is terminated due to your willful breach of the terms and conditions herein, then you will forfeit all *Affiliate Rewards* that you have earned.
    - If we suspect Fraud Traffic, we may withhold payments for up to one hundred eighty (180) days from the original due date, to ensure the payment is correct. In the event we determine, in our reasonable discretion, that you knowingly participate in Fraud Traffic, as set forth herein, you will forfeit all *Affiliate Rewards* that you have earned.
    - You shall render permanently inoperative any URLs that were used by you under this *Agreement* where such URLs contain any combination of the words “Enter” and “Atlantis”.



## 6. LIABILITIES

- a. No Warranties. We do not warrant that our system, network, software or hardware, or that provided to us by third parties, will be error-free or uninterrupted. We make no warranties, express or implied, with respect to the quality, merchantability, fitness for particular purpose, or suitability of our system, network, software, or hardware (or that provided to us by third parties). Neither we, nor our providers, nor underlying vendors are required to maintain any redundant systems, networks, software and/or hardware.
- b. Billing and Collection Limitations. We may in our sole discretion, with or without notice, use any available means to block or restrict certain *Players*, sign ups, deposits or play patterns so as to reduce the number of fraudulent, unprofitable transactions or for any reason whatsoever, including but not limited to daily or monthly purchase limits, address verification or negative and positive credit card databases. We do not guarantee or warrant the success of such fraud prevention efforts.
- c. Liability Limitations. Our obligations under this *Agreement* do not constitute personal obligations of the directors, officers, employees or shareholders of *EnterAtlantis.com*. Any liability arising under this *Agreement* will be satisfied solely from the revenues generated hereunder. Our liability is limited to direct damages, and in no event will we be liable for any indirect, special, incidental, consequential or punitive loss, injury or damage of any kind, regardless of whether we have been advised of the possibility of such loss.
- d. Indemnification. You will defend, indemnify and hold us and our officers, directors, employees and representative harmless from and against any and all liabilities, losses, damages and costs, resulting from or arising from, your breach of this *Agreement*.

## 7. INDEPENDENT INVESTIGATION

- a. Independent Investigation. You acknowledge that you have read this *Agreement* and agree to all its terms and conditions. You have independently evaluated the desirability of marketing the website and are not relying on any representation, guarantee, or statement other than as set forth in this *Agreement*.
- b. Independent Research. You understand that gambling laws may vary from city to city, state to state and country to country. You have independently evaluated the laws in your locale, which may apply to your activities and believe that you may participate in our *Affiliate Program* without violating any applicable rules or laws.



## 8. MISCELLANEOUS

- a. Notices. All notices pertaining to this *Agreement* will be given by email as follows: to us at [AffiliateSupport@EnterAtlantis.com](mailto:AffiliateSupport@EnterAtlantis.com) and, to you at the address provided on the *Affiliate Sign up Form* (or as subsequently updated by you to us in the event of change).
- b. Relationship of Parties. There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you or us under this *Agreement*. Neither party has the authority to bind the other nor to incur any obligation on the other's behalf, except as expressly provided herein. Nothing in this *Agreement* will be construed to provide any rights, remedies or benefits to any person or entity not a party to this *Agreement*.
- c. Non-Exclusive. You understand that we may at any time (directly or indirectly), enter into marketing terms with other *Affiliates* on the same or different terms as those provided to you herein and that such *Affiliates* may be similar, and even competitive, to you. You understand that we may re-direct traffic and users from our site to any other website that we deem appropriate in our sole discretion, without any additional compensation to you.
- d. Confidentiality and Non Disclosure. As a marketer of the Website you may receive confidential information from us as to our marketing plans, marketing concepts, structure and payments. This information is confidential to us and constitutes our proprietary trade secrets. Therefore, you will not disclose this information to third parties without our express written consent.
- e. Press. You may not issue any press release with respect to this *Agreement* or your participation in this *Affiliate Program* without our prior written consent.
- f. Assignment. This *Agreement* and the rights and obligations hereunder may not be assigned by you without our express written consent.
- g. Governing Law. The validity of this *Agreement*, its construction, interpretation, and enforcement, and the rights of the parties hereto will be determined under, governed by, and construed in accordance with the laws of Costa Rica.
- h. Arbitration. Any controversy or claim arising out of or relating to this *Agreement*, or breach of this *Agreement*, will be settled by binding arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. There will be one arbitrator, mutually agreeable to you and us, or if we/you cannot agree on an arbitrator, then a court of competent jurisdiction will appoint one. The losing party will pay all the expenses of the arbitration, including attorney's fees.



- i. Force Majuro. The parties' obligations under this *Agreement* are subject to and neither party will be liable for, failure to perform, damage, or malfunction of any equipment, or any consequences thereof occasioned by or due to fire, flood, water, the elements, labor disputes, power failures, explosions, governmental actions, unavailability of transportation, acts or omission of third-parties, or any other causes beyond the party's reasonable control.
- j. Severability/Waiver. Whenever possible, each provision of this *Agreement* will 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.
- k. Modification. We may modify any of the terms of this *Agreement* at any time, at our sole discretion, by either
  - a. E-mailing you a change notice or/
  - b. By posting the new version of the *Agreement* on our Website.

It is your responsibility to visit the Website frequently to make sure you are up to date with the latest version of the *Agreement* and its provisions. If any modification is unacceptable to you, your only recourse is to terminate this *Agreement*. The *Affiliate Program* following posting or notice of change will be deemed binding acceptance of the modification.

- l. Entire *Agreement*. This *Agreement* embodies the complete *Agreement* and understanding of the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings or *Agreements* between the parties, written or oral, which may be related to the subject matter hereof. The headings in this *Agreement* are for convenience only and will have no effect on the construction of this *Agreement*.

