

SpinX Associates Program - Terms & Conditions

DATE LAST MODIFIED on May 5, 2021. These SpinX Associates Program Terms and Conditions ("Agreement" or "Terms") contain terms and conditions that apply to your participation as an Associate (as that term is defined herein) in the SpinX Associates Program (the "SpinX Games Associates Program," SpinX Games Associate Program," "SpinX Associates Program," "SpinX Associate Program," "SpinX Associates," or "Program"), and the establishment of links from your website or social media accounts to certain Company property.

For purposes of this Agreement, "Company" shall mean SpinX Games Ltd., its partners, parent companies, subsidiaries, licensees, licensors and affiliates, including Grande Games Ltd. and Beijing Bole Technology Co., Ltd. (collectively, also referred to herein as "we", "our" or "us"), and "you" or "your" mean the Associate.

1. Acceptance of Terms

THESE TERMS ARE A LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY. BY SUBMITTING YOUR SPINX ASSOCIATES PROGRAM APPLICATION AND PARTICIPATING IN THE PROGRAM, YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS, AND YOU AGREE TO BE BOUND BY, AND WILL CONTINUE TO COMPLY WITH, THESE TERMS THROUGHOUT THE FULL DURATION OF YOUR PARTICIPATION IN THE PROGRAM.

As a condition of your participation in the Program, you must comply with all laws, rules and regulations applicable to your participation in the Program.

MISUSE OF THE COMPANY BRAND, PARTICIPATING IN PROHIBITED ACTIVITY AND/OR FAILURE TO COMPLY WITH THESE TERMS CONTAINED IN THIS AGREEMENT MAY RESULT IN (1) A LOSS, REDUCTION AND/OR OFFSET OF REFERRAL FEES FROM SALES MADE THROUGH ANY ASSOCIATE OR SUB-ASSOCIATE THAT DOES NOT COMPLY WITH OUR PROGRAM TERMS OR (2) TERMINATION OF YOUR PARTICIPATION IN OUR PROGRAM.

IMPORTANT NOTE: These Terms contain a Dispute Resolution and Arbitration Provision, including a Class Action Waiver, that affects your rights under these Terms and with respect to any dispute you may have with the Company. You may opt out of the binding individual arbitration and class action waiver as provided below. Company reserves the right, in its sole discretion, to modify or change these Terms at any time. Your continued participation in the Program following the posting of such changes constitutes your acceptance of the revised Terms. Company may use reasonable commercial efforts to provide notice of material changes to you. If the modified Terms are not acceptable to you, your only recourse is to discontinue your participation in the Program. You agree that Company may change any part of the Program at any time or discontinue the Program or any part thereof, for any reason, without notice to you and without liability.

2. Privacy

You acknowledge and agree that Company will collect from you and your device, use, and share certain personal information as described in our posted [Privacy Policy](#). By participating in our Program, you agree that you have read and acknowledge such Privacy Policies.

3. Enrollment

To begin the enrollment process, you must submit a complete SpinX Associates Program application. We will evaluate your application and will notify you of your acceptance or rejection for participation in the Program. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Program for any reason or involved in prohibited activities. If you are accepted into the Program, you will be able to participate in the Program subject to these Terms. Our acceptance criteria are subject to change at any time without prior notice.

4. Program Cooperation

If you are accepted in the Program, you will be given exclusive links related to the Company's games or mobile applications ("Games"). You may use the exclusive links on your social media platforms, including but not limited to YouTube, Facebook, Twitter, Instagram,

Snapchat, Tik Tok and Twitch accounts, to promote the Company's Games by live streaming introduction, video introduction, live interaction, posting comments, status release, verbal promotion or otherwise, and attaching exclusive links related to the Company's Games thereto, so as to facilitate the general public to register as players of, participate in, and recharge for, the Games.

5. Cooperation Requirements

You agree to promote the Company's Games with high quality and in a manner compliant with laws and regulations, including maintaining the positive image of your social media platform accounts. You also agree to maintain the Company's goodwill and image in its Games, products and services. Even if you are accepted to participate in the Program and your behavior or site is thereafter determined (in our sole discretion) to be unsuitable for the Program, we may terminate this Agreement any you may no longer participate in our Program. Behavior and/or a site may be found unsuitable if it falls under any of the following conditions (determined in our sole discretion), including but not limited to behavior or sites which

- Contain or promote materials that could be deemed obscene, pornographic or excessively violent,
- Promote violence or hate towards any persons or groups,
- Promote discrimination based on race, sex, age, religion, nationality, disability or sexual orientation,
- Promote illegal activities or crimes,
- Violate any federal, state or local law (including privacy and spam laws),
- Contain material that is defamatory, fraudulent, or harassing,
- Contain material that is inaccurate, misleading, deceptive, defamatory or negative regarding Company's Games, products or services, including misleading or deceptive statements that players can win real money from Company's Games or that Company's Games involve real money gambling,
- Violate intellectual property rights of the Company,
- Reverse-engineer, reverse assemble, reverse compile, or otherwise try to find the source codes of the products or Games that we develop,
- Use, lease, lend, copy, modify, link to, reprint, compile, post, publish, or set up a mirror site for, the content in the Games we develop in and to which we have intellectual property rights,
- Develop through any third-party software, plug-in, cheating program, or system that is neither developed nor authorized by us, or make, release, and disseminate any third-party software, plug-in, cheating program, or system that is neither developed nor authorized by us,
- Violate intellectual property, publicity privacy or other rights of any third parties,
- Are unable to direct a reasonable amount of traffic by way of sales volume and clicks to Company's Games,
- Excessively use pop-ups,
- Require downloads and/or knowingly download software to visitor's computers,
- Link to or provide a portion of their commission or benefits to sites or other parties that violate any of the above criteria,
- Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, intercept system data or personal information,
- Contain software or use technology that attempts to intercept, divert or redirect traffic to or from any other website, or that potentially enables diversion of commissions from another website;
- Do not comply with the [Terms of Service](#) for Company's Games, products or services, or
- Are otherwise considered, in Company's sole judgment, offensive or inappropriate.

6. Referral Fees

You are only eligible to earn fees on sales or in-app purchases made within Company's Games by new players who accessed Company's Games through exclusive links provided by you ("Referral Fees"). If a player has access to or clicks links sent by several Associates, the Company will deem the link last clicked by such player before installation of Company's Game as the exclusive link corresponding to the installation of such player.

You will earn Referral Fees based on the standard rate found in Company's network portal at: <http://associates.spinxgames.com/> and in accordance with the payment schedule provided therein. Referral Fees will be the fees in effect on the network portal at the time the player clicks on an exclusive link. The rate and payment schedule may be changed from time-to-time, at Company's sole discretion. Please also refer to the [FAQ's](#) of the Program for more information.

Reports summarizing Referral Fees will be available to you through the Company's network portal. The form, content and frequency of the reports are limited to those reports and capabilities available through the Company's network and may vary from time to time in our reasonable discretion.

7. Term and Termination

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either party may terminate this Agreement at any time. In addition, (1) if you materially breach or violate any terms or conditions of the Agreement, (2) referrals were obtained fraudulently or through misrepresentation, or (3) in the event that you violate any of the Cooperation Requirements set forth in Section 5 herein, Company may immediately terminate this Agreement without payment of any Referral Fees owed to you, and with an additional right to recover any direct or indirect losses arising from your actions. All rights to payment, causes of action and any provisions that by their terms are intended to survive termination and shall survive termination of this Agreement. Your right to participate in the Program shall terminate upon termination of this Agreement.

8. Intellectual Property Ownership

The Program, all content thereon or therein, and all content relating to Company's products, Games and services are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, Company and its licensors exclusively own all right, title and interest in and to the Program and Company's Games, services and products, and all content thereon or therein, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Program or the Company's products, Games and services associated therewith.

9. Updates to the Program, Site and Service; Maintenance

You acknowledge and agree that Company may update the Program with or without notifying you. Company conducts maintenance work on its system from time to time. A portion, or sometimes all, of the features of the Program will not be available during maintenance periods. All problems encountered during the use of the Program, including those with regard to your Account, can be reported to Company when the problem is encountered.

10. Dispute Resolution and Arbitration

If you live in the United States or another jurisdiction that allows you to agree to arbitration, you and Company agree that all Disputes, as defined below, between you and Company will be settled by binding arbitration, unless otherwise provided herein.

This agreement does not apply (1) if you are a resident of any jurisdiction which prohibits this arbitration agreement, (2) if you opt out of this arbitration agreement as described in section (e) below, or (3) to certain types of Disputes described in section (e) below. Please read this provision carefully.

a. Purpose

This Dispute Resolution and Arbitration Provision ("Provision") facilitates the prompt and efficient resolution of any disputes that may arise between you and Company.

Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court

and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. In the absence of an arbitration agreement, you may otherwise have a right or opportunity to bring claims in court, before a judge or jury, and/or participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Arbitration replaces the right to go to court. Except as otherwise provided herein, by agreeing to these Terms, you waive your right to litigate claims in court and waive the right to have your claims heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorneys' fees).

You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

For the purpose of these Terms, including this Provision specifically, "Company" means SpinX Games, Ltd., its partners, parent companies, subsidiaries, licensees, licensors and affiliates, including Grande Games, Ltd. and Beijing Bole Technology Co., Ltd. "Dispute" means any dispute, claim, or controversy between you and Company regarding any aspect of your relationship with Company, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced.

b. Agreement to Arbitrate / Waiver of Right to Jury Trial

YOU AND COMPANY EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION, AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

You understand and agree that by entering into this agreement you and Company are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and Company might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

c. Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and Company specifically agree to do so following initiation of the arbitration. If you choose to pursue your Dispute in court by opting out of this Provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Program can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

d. Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give Company an opportunity to resolve the Dispute. You must commence this process by written notification to:

For all United States users: SpinX Games Limited, 2021 Fillmore St. #93, San Francisco, CA 94115.

For all other users: SpinX Games Limited, 9/F., MW Tower, NO. 111 Bonham Strand, Sheung Wan, Hong Kong.

That written notification must include (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief you seek. If Company does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

e. Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or Company may choose to pursue a Dispute in court and not by arbitration if (i) the Dispute qualifies, it may be initiated in small claims court; or (ii) YOU PROVIDE THE COMPANY WRITTEN NOTICE OF YOUR DESIRE TO OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the "Arbitration Opt-Out Notice"). To opt-out of these arbitration procedures, you must provide written notification to:

For all United States users: SpinX Games Limited, 2021 Fillmore St. #93, San Francisco, CA 94115.

For all other users: SpinX Games Limited, 9/F., MW Tower, NO. 111 Bonham Strand, Sheung Wan, Hong Kong.

Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with Company through arbitration. Your decision to opt-out of this Provision will have no adverse effect on your relationship with Company. If you do not provide the Company with an Arbitration Opt-Out Notice within 30 days from the date that you first consent to these Terms, you will be deemed to have knowingly and intentionally waived your right to litigate any dispute except as expressly set forth in clauses (i) and (ii) above.

Additionally, notwithstanding the above, Company reserves the right to bring an action in any court of competent jurisdiction against you to stop and/or seek compensation for the intentional or willful misuse or abuse (e.g. hacking or falsifying location) of its intellectual property, services, and products.

f. Arbitration Procedures – United States Users

If this Provision applies and the Dispute is not resolved as provided above ("Pre-Arbitration Claim Resolution") either you or Company may initiate arbitration proceedings. The American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration. Unless both you and the Company agree in writing, the arbitrator shall not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. All issues shall be for the arbitrator to decide, including the scope and enforceability of this Provision, as well as any dispute related to its interpretation, applicability, or formation, including any claim that all or any part of it is void or voidable. For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules for Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration. Because the Program and these Terms concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – For Disputes between the Company and users who are residents of the United States, you or Company may initiate arbitration in either San Francisco, California or the federal judicial district that includes the address you provide in your written notification of Pre-Arbitration Claim Resolution. In the event that you select the federal judicial district that includes the address you provide in your written notification of Pre-Arbitration Claim Resolution, Company may transfer the arbitration to San Francisco, California in the event that it agrees to pay any additional fees or costs you incur as a result of the transfer, as determined by the arbitrator.

Payment of Arbitration Fees and Costs – Each Party shall pay its own arbitration filing fees and arbitrator's costs and expenses. You are responsible for all fees and costs that You incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law.

g. Arbitration Procedures – Users Outside the United States

For Disputes between the Company and users who are not residents of the United States that are not resolved through the Pre-Arbitration Claim Resolution procedures set forth above, either you or Company may initiate arbitration by submitting the Dispute to the Hong Kong International Arbitration Centre (“HKIAC”) for arbitration. Such arbitration shall be conducted exclusively in Hong Kong, at HKIAC, in accordance with the UNCITRAL Arbitration Rules in effect at the time of applying for arbitration. The appointing authority shall be HKIAC. The language to be used in the arbitral proceeding shall be English. In such arbitration before HKIAC, this Agreement shall be construed in accordance with and governed by the laws of Hong Kong, regardless of choice of laws or conflicts of laws.

The arbitral award is final and binding upon both parties and the award shall be rendered in the English language pursuant to the laws of Hong Kong. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation.

h. Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

i. Continuation

This Provision shall survive this Agreement, the termination of your Account (if applicable), and/or your access to or use of the Program.

11. Disclaimer of Warranties

The Program and Company’s Games, services and products, and all content thereon or therein, are provided “as is”, without warranty of any kind, either express, implied or statutory. Without limiting the foregoing, Company our partners, and our and their respective affiliates, subsidiaries, officers, directors, employees, agents and licensors (collectively, the “Company Parties”) explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. The Company Parties make no warranty that the Program and Company’s Games, services and products will meet your requirements or be available, including on an uninterrupted, secure, or error-free basis. The Company Parties make no warranty regarding the quality of any products, services or content obtained through the service or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the Program and Company’s Games, services and products.

12. Limitation of Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Program and Company’s Games, services and products remains with you. Neither the Company Parties nor any other party involved in creating, producing, or delivering the Program and Company’s Games, services and products will be liable for any damages, including but not limited to, incidental, special, exemplary or consequential damages, including lost profits, loss of data, loss of goodwill, service interruption, computer damage or system failure, the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these terms or from the use of or inability to use the service, or from any communications, interactions or meetings with other users of the Company’s Games, products or services or other persons with whom you communicate or interact as a result of your use of the Company’s Games, products or services, whether based on breach of warranty, breach of contract, tort (including negligence), product liability or any other legal theory, and whether or not the company parties have been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

In no event will the Company Parties’ aggregate liability arising out of or in connection with these terms or from the use of or inability to use the Program, Company’s Games, products or services, any part thereof, or any content exceed five hundred dollars (\$500). The limitations of damages set forth above are fundamental elements of the basis of the bargain between Company and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

13. Indemnity

You agree to indemnify, save, and hold the Company Parties harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use, misuse or participation in the Program, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Company, and you agree to cooperate with Company's defense of these claims. Company will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it. You agree that the provisions in this Indemnity section will survive this Agreement, the termination of your Account (if applicable), and/or your access to or use of the Program and Company's Games, services and products.

14. Controlling Law and Jurisdiction

To the extent these Terms allow you or Company to initiate litigation in a court, other than for small claims court actions, you and Company agree to the exclusive jurisdiction of and venue in the state and federal courts located in San Francisco, California. You and Company each hereby waives any objection to jurisdiction and venue in such courts. Except as provided in the "Dispute Resolution and Arbitration Provision" (above), these Terms, your use of the Program and Company's Games, services and products, and all claims or causes of action (whether in contract, tort, or statute), that may be based upon, arise out of, or relate to these Terms, shall be governed by and enforced in accordance with the laws of the State of California, including its statutes of limitation, without regard to its conflict of laws provisions. If you reside in a country in which this clause is prohibited by law, this section does not apply to you.

15. Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Company and you regarding the Program, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Company and you regarding the Program.

16. Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Company's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be of no effect. Company may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

17. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Company (i) via e-mail or (ii) by posting to the Program. Notices sent by email will be effective when we send the email, and notices we provide by posting to the Program will be effective upon posting. For all United States users, any notices or other communications permitted or required hereunder by you, shall be in writing and addressed to: SpinX Games Limited, 2021 Fillmore St. #93, San Francisco, CA 94115. For all other users, any notices or other communications permitted or required hereunder by you, shall be in writing and addressed to SpinX Games Limited, 9/F., MW Tower, NO. 111 Bonham Strand, Sheung Wan, Hong Kong. Any notices that you provide without compliance with this section shall have no legal effect.

18. Force Majeure

In delivering the Program, Company shall not be liable with respect to any damages, injuries, nonperformance or delay in performance by reason of any act of God, weather, fire, flood, plague, acts of terror or foreign enemy, satellite or network failure, governmental order or regulation, trade dispute, or any other cause beyond its respective control.

19. Waiver; Severability

The failure of Company to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other

provisions of these Terms will remain in full force and effect.

THE SECTION TITLES IN THIS AGREEMENT ARE FOR CONVENIENCE ONLY AND HAVE NO LEGAL OR CONTRACTUAL EFFECT.