



Panda.bet Affiliate Program Terms & Conditions

Version: 1.1

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Introduction

The following is an agreement between Elysium Interactive S.R.L. ("Panda.bet", "us", "our" or "we"), a company duly registered in Costa Rica under registration number 3-102-915212, and you ("you" or "Affiliate"), the individual or entity applying to participate in the Panda.bet Affiliate Program.

This agreement outlines the terms and conditions of your participation in the Panda.bet Affiliate Program. By participating, you agree to be bound by the terms herein. Panda.bet reserves the right to procure and manage your services as an affiliate.

In order to register for this website, the user is required to accept the General Terms & Conditions. In the event the General Terms & Conditions are updated, existing users may choose to discontinue using the products and services before the said update shall become effective, which is a minimum of two weeks after it has been announced.

Company and License Information

Panda.bet is owned and operated by Elysium Interactive S.R.L., registration number: 3-102-915212, registered address: Piso Doce, Diagonal al Estadio Nacional, Provincia 01 San Jose, Canton 01 San Jose, Mata Redonda, Costa Rica.

Panda.bet is licensed and regulated by the government of the Autonomous Island of Anjouan, Union of the Comoros, and operates under license No. ALSJ-202502033-FI2. Panda.bet has undergone all regulatory control procedures and is officially authorized to conduct gambling and betting activities.

Payment processing services are provided by Elypay Ltd, registration number: HE 467463, registered address: Aglantzias 21, COMPLEX 21B, Floor 2, Flat/Office 1, 2108 Aglantzia, Nicosia, Cyprus.

For inquiries, please contact: support@panda.bet

Definitions

"Affiliate" means the person or entity accepted by Panda.bet to participate in the Panda.bet Affiliate Program.

"CPA" or "Cost Per Acquisition" is the fee paid to the Affiliate once a player signs up, makes a deposit reaching the minimum deposit agreed between Panda.bet and the Affiliate.

"Customer" is a player on the Panda.bet website.

"First Time Deposit" or "FTD" refers to a player's initial deposit.

"Gross Gaming Revenue" or "GGR" is the total amount of money wagered by players minus the total amount paid out in winnings.

"High-Roller" means a Customer that generates a negative net revenue of at least 5,000 EUR or equivalent in any month.

"Net Gaming Revenue" or "NGR" means the gross gaming revenue generated by referred players minus any bonuses, chargebacks, refunds, and other deductions.

"Referral Commission" means a financial incentive provided to Affiliates who refer customers to Panda.bet.

"Redeposit" refers to a player's second or subsequent deposit.

"Revenue Share" means a model where Affiliates earn a percentage of the net revenue generated by the players they refer.

1. Our Rights and Obligations

Registering your Customers

We will register your Customers and track their transactions. We reserve the right to refuse Customers (or to close their accounts) to comply with any requirements we may periodically establish. "Customer" means users who join our customer database (by registering at one or more of our products/websites including Casino and Sports) after arriving at Panda.bet via your affiliate tracking links. By opening an account with us, they become our Customers and all our rules, policies, and procedures apply to them. Please note that Panda.bet does not accept customers from restricted territories as defined in our General Terms & Conditions.

Track Customers' Play

We will track your Customers' bets by making available a report summarizing their activity, which you can access from your affiliate dashboard.

Pay a Referral Commission

We will pay you a Referral Commission of up to 50% of the Net Gaming Revenue (subject to negotiation and agreement) from players originating through your affiliate links, once they register, deposit, and wager real money.

Modification

We may modify any terms of this Agreement at our sole discretion, by posting a change notice or a new agreement on our site. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in our affiliate program after changes are posted constitutes acceptance.

Non-consumer Acknowledgement

You acknowledge and agree that you are not a Customer under this Agreement.

Your Application

To become an Affiliate, you must accept these terms and submit the online application form. Panda.bet reserves the right to approve or reject your application at its sole discretion.

2. Your Rights and Obligations

Compliance with Industry Standards

The Affiliate shall perform their services in accordance with good industry practice. The Affiliate is responsible for ensuring that all promotional content complies with applicable laws, Panda.bet brand guidelines, this Agreement, and any code of conduct or instructions issued by Panda.bet, including those from relevant regulators. The Affiliate must fully cooperate with Panda.bet in any investigation or inquiry.

2.1 Linking to our Websites

By joining the Affiliate Program, you agree to create and maintain unique tracking links from your platform to the Panda.bet website. These links may be in the form of banners, emails, articles, or text links. These are the only approved methods for promotion.

2.2 Spamming

Any spamming activity will result in immediate termination of this Agreement. You are prohibited from making claims, warranties, or representations on behalf of Panda.bet or binding us to any obligations.

2.3 Registering of Domain Names

You shall not register or apply for domain names that are identical or similar to any Panda.bet domains or trademarks.

2.4 Bidding on Brand Terms

You may not use Panda.bet brand terms or similar keywords for paid search advertising. Violations will result in forfeiture of commissions. Brand terms may only be used in SEO with a reduced revenue share cap (e.g., 30%).

2.5 Agency Appointment

This Agreement grants a non-exclusive, non-assignable right to refer Customers to Panda.bet. You have no rights to commissions from traffic not directly referred by you.

2.6 Approved Layouts

Only Panda.bet-approved creatives (banners, email templates, editorial content, etc.) may be used. Modifying these materials or linking directly to our media without permission is not allowed.

2.7 Good Faith

You may not benefit from traffic generated through fraudulent, incentivized, or abusive methods. This includes, but is not limited to, self-referrals, multi-accounting, bonus abuse, or using misleading content. Panda.bet may withhold commissions if abuse is suspected.

2.8 Responsibility for Your Site

You are solely responsible for your own site, including its legality and accuracy. Panda.bet is not liable for any content on your site. You agree to indemnify Panda.bet against any third-party claims related to your website.

2.9 Affiliation

No affiliation or co-branding with Panda.bet is allowed unless explicitly authorized in writing.

2.10 License to Use Marks

You are granted a limited, non-transferable license to use Panda.bet's branding materials during the term of this Agreement. You may not challenge our ownership or use these materials in a misleading or damaging way.

2.11 Confidential Information

You agree to keep any confidential information (including performance metrics and internal policies) secure and only use it for the purposes of this Agreement. This obligation survives termination.

2.12 Data Protection

The Affiliate must comply with all applicable data protection laws, including the General Data Protection Regulation (GDPR), where applicable. Panda.bet remains an independent Data Controller. No data sharing is required unless separately agreed in writing.

2.13 Age Verification and Documentation

Affiliates must be at least 18 years old and may be required to submit identification or other documents upon request. Failure to comply may result in termination.

2.14 Responsible Gambling and Content Requirements

All marketing must promote responsible gambling. Use of individuals who are, or appear to be, under 18 years of age is strictly prohibited. Affiliates must include clear '18+' indicators and responsible gambling messaging in all promotions.

3. CPA and Hybrid Deals

Negative Net Gaming Revenue (NGR) will be deducted from the CPA portion of your commission, unless otherwise agreed with your Panda.bet affiliate manager.

By default, negative NGR will carry over to the following month unless explicitly agreed otherwise. In cases where negative NGR results from bonus abuse, Panda.bet may, upon agreement with the affiliate, remove these users from reporting and commission calculations.

Accounts identified as duplicate or self-excluded will also be excluded from CPA commissions unless previously arranged with the affiliate manager.

If a monthly cap on First Time Deposits (FTDs) is in place, commission will only be paid on the agreed number of FTDs. Any FTDs exceeding this cap may be unpaid unless a revised agreement is established.

3.1 High-Roller Policy

A Customer who generates a monthly NGR of at least 5,000 EUR or equivalent will be classified as a "High-Roller."

The following applies to High-Rollers:

- Any negative NGR generated by the High-Roller will be carried forward and offset against their future positive NGR.

- Negative balances from High-Rollers cannot be offset against other players.
- If multiple High-Rollers exist, their negative balances will be proportionally tracked.
- Only future positive NGR from that specific High-Roller can reduce their negative balance.
- A High-Roller's negative balance will only increase if they again meet the 5,000 EUR threshold in subsequent months.

4. Referral Commission Payouts

4.1 Minimum Commission Payout Requirements

You are entitled to one Referral Commission payout per month. To qualify for your first payout, you must have referred a minimum of **5 FTDs** to Panda.bet across any time period.

Additionally, your earned commission must meet or exceed a **minimum threshold of EUR 500** ("Minimum Payment"). If this threshold is not met, your commission will roll over to the following month until the requirement is fulfilled.

4.2 Payout Timing

Panda.bet aims to process payments for commissions earned in the previous month by the **28th of the current month**, provided the payout requirements are met.

To ensure timely payment, we encourage you to submit your invoice by the **1st of each month**. Delays in submitting your invoice may result in postponed payouts. Payouts will be processed within **28 days** from the date of receipt of a valid invoice.

4.3 Invoicing and VAT (if applicable)

If self-billing is applied, no VAT will be charged on the invoice, and Panda.bet will handle VAT under the applicable jurisdiction (Anjouan or Cyprus). You acknowledge that any VAT obligations remain solely your responsibility, and Panda.bet assumes no responsibility beyond the issuance of a self-billed invoice.

4.4 Payment Method

Referral Commission payments may be requested via **bank transfer** or **cryptocurrency wallet**, depending on your prior arrangement with Panda.bet.

Note: While Panda.bet does not charge fees for processing bank transfers, your bank or payment provider may apply transaction fees. Panda.bet is not responsible for such external charges.

4.5 Payment Currency

All commissions are calculated and paid in **EUR** by default. Where payment in another currency is requested, conversion will occur at the prevailing mid-market rate at the time of payment, or as agreed with your affiliate manager.

If you refer players who play in other currencies, your commission will still be calculated in EUR, with conversion applied at the time the commission is earned.

5. Term and Termination, Consequences and Unsuitable Sites

5.1 Term and Termination

This Agreement becomes effective once your application to the Panda.bet Affiliate Program is approved and will remain in force until either party terminates it by giving written notice.

Either party may terminate this Agreement **at any time, with or without cause**, by providing written notice (including by email).

5.2 Consequences of Termination

Upon termination:

- You must immediately remove all Panda.bet banners, links, and promotional material from your site.
- All licenses and rights granted under this Agreement will be immediately revoked.
- You must stop using all Panda.bet intellectual property, including trademarks and content.
- You must return or delete all confidential information received during the term of the Agreement.
- No further commissions will accrue after the date of termination, except for valid commissions already earned prior to termination.

5.3 Unsuitable Sites

Panda.bet may terminate this Agreement at its sole discretion if your website or traffic source is deemed **unsuitable**. Unsuitable sites include (but are not limited to) those that:

- Are targeted at individuals under the age of 18
- Promote or feature pornography, violence, or illegal activities
- Promote discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age
- Infringe intellectual property rights
- Breach advertising laws or regulations

Panda.bet reserves the right to withhold any outstanding commissions in case of termination due to breach or violation of this Agreement.

6. Continued Promotion

As an active Affiliate, you are expected to maintain regular and visible promotion of Panda.bet across your marketing channels. This includes ensuring that:

- All affiliate links provided by Panda.bet are correctly implemented and functional.
- The most recent and approved Panda.bet promotional materials (banners, creatives, text links) are prominently displayed.

- The links are placed in mutually agreed positions on your site or channels and are not modified without prior written consent from Panda.bet.

Reduction of Commission Due to Inactivity

If you significantly reduce or cease promotional activity (e.g. no new player traffic for a sustained period), Panda.bet reserves the right to **reduce your Revenue Share commission rate**, subject to a minimum of **10%**.

The same rule applies to **Sub-Affiliate referrals**:

If you are not actively promoting or onboarding new sub-affiliates, your sub-affiliate commission may be reduced, subject to a minimum of **2%**.

Panda.bet will notify you before any such adjustments are made.

7. Relationship of Parties

This Agreement does **not** create any kind of legal partnership, joint venture, employment, agency, or franchise relationship between you and Panda.bet.

You acknowledge and agree that:

- You are an **independent contractor**, and not an employee, agent, or representative of Panda.bet.
- You do **not** have the authority to make or accept any offers or representations on Panda.bet's behalf.
- You will **not present yourself** as having any such authority in any communications or on your website.

Nothing in this Agreement grants you the right to bind Panda.bet in any way. You must not make any statements, on your website or elsewhere, that contradict this clause or imply any other relationship.

8. Indemnity

You agree to fully indemnify, defend, and hold harmless Panda.bet, its directors, officers, employees, agents, and affiliated companies from and against any and all **claims, liabilities, damages, losses, costs, and expenses** (including reasonable legal fees), arising out of or related to:

- Your breach of any provision in this Agreement
- Your performance or non-performance of your obligations under this Agreement
- Your negligence or willful misconduct
- Any claims or disputes arising from content on your website or promotional channels
- Unauthorized or improper use of Panda.bet's marketing materials, links, or brand

This indemnity obligation will survive the termination of this Agreement.

9. Disclaimers

Panda.bet makes **no express or implied warranties or representations** regarding:

- The Affiliate Program
- The Panda.bet platform or services
- The accuracy of tracking systems
- The timely or error-free operation of the website or affiliate dashboard
- The reliability of reports or commission calculations

To the fullest extent permitted by law, Panda.bet disclaims all warranties, including (but not limited to) implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Panda.bet does **not guarantee uninterrupted or error-free access** to its platform or systems. In the event of a discrepancy between the affiliate reports and Panda.bet's internal database, the data in Panda.bet's system shall prevail and be deemed final.

10. Limitation of Liability

To the maximum extent permitted by law, Panda.bet shall **not be liable** for any:

- Indirect, incidental, special, or consequential damages
- Loss of profits, revenue, data, or goodwill
- Costs of substitute products or services
- Business interruption or reputational harm

arising in connection with this Agreement, the Affiliate Program, or the use of Panda.bet's systems or services—even if Panda.bet was advised of the possibility of such damages.

Panda.bet's total cumulative liability under this Agreement shall **not exceed the total Referral Commissions paid or payable** to you in the twelve (12) months preceding the event giving rise to the liability.

This limitation applies regardless of the cause of action—whether based in contract, tort (including negligence), strict liability, or any other legal theory.

10.1 Compliance with Gambling Regulations

You acknowledge that the marketing and promotion of gambling services is subject to **legal restrictions in certain jurisdictions**, which may change over time.

By entering this Agreement, you confirm that:

- You do **not target** users in countries where online gambling, or its promotion, is prohibited.
- You bear **full legal responsibility** for any promotional activity conducted in such jurisdictions.

- You shall indemnify Panda.bet from any fines, penalties, or legal costs incurred due to your non-compliance.

Additionally, you confirm that you operate your marketing platform(s) under your own name and are fully authorized to do so.

11. Independent Investigation

By entering into this Agreement, you acknowledge that:

- You have **read, understood, and agreed** to all the terms and conditions set forth.
- You are not relying on any **representation, warranty, or guarantee** other than what is explicitly stated in this Agreement.
- You have independently assessed the **suitability and desirability** of participating in the Panda.bet Affiliate Program.

You also understand that:

- Panda.bet may, at any time, **work with other affiliates** or operate its own affiliate campaigns on terms that may differ from yours.
- Panda.bet may operate or enter agreements with **third-party websites** that compete with your site or use similar promotional methods.

Your participation in the program is **voluntary** and based on your own evaluation.

12. Miscellaneous

12.1 Governing Law

This Agreement shall be governed and interpreted in accordance with the **laws of the Autonomous Island of Anjouan**, Union of the Comoros.

Any legal disputes arising from this Agreement shall be brought before the competent courts of Anjouan. You expressly submit to their exclusive jurisdiction.

12.2 Assignability

You may **not assign or transfer** this Agreement or any of your rights or obligations without Panda.bet's prior written consent. Any unauthorized assignment shall be deemed null and void.

12.3 Non-Waiver

Panda.bet's failure to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision. A waiver must be in writing and signed to be valid.

12.4 Remedies

Panda.bet's rights and remedies under this Agreement are **cumulative and not exclusive**. In case of breach or threatened breach by the Affiliate, Panda.bet may seek equitable relief (such as an injunction) in addition to any other legal remedies.

12.5 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.

12.6 Commitment to Responsible Gambling Principles

Panda.bet is committed to the following core values:

- Preventing gambling from being associated with crime or fraud
- Ensuring gambling is conducted in a fair, transparent, and responsible manner
- Protecting minors and vulnerable persons from gambling-related harm

The Affiliate agrees to uphold these principles and reflect them in all marketing efforts.

12.7 Intellectual Property Rights

All intellectual property rights (IPR), including but not limited to logos, banners, data, content, and tools provided by Panda.bet, remain the **exclusive property of Panda.bet**.

This Agreement does not transfer any IPR to the Affiliate.

Any custom marketing material or derivative work created by the Affiliate using Panda.bet content must be approved and remains the property of Panda.bet.