

TERMS AND CONDITIONS FOR THE ZEMGO AFFILIATE PROGRAM

ZEMGO is a licensed brand registered and trademarked by R&D MEDIA. ZEMGO brand is used for campaigns by R&D MEDIA regarding SMS to win games. These terms and conditions are designed to determine liability and can also be used as guidelines. Parties who agree on these terms and conditions are held by the rules stated in these terms and conditions.

R&D MEDIA EUROPE B.V. reserves the right to amend these Supplemental Terms and Conditions and the Terms of Use from time to time. Notice hereof will in such case be announced via email to Affiliate, on the ZEMGO website or on the ZEMGO publisher management page within the Affiliate Program website. Announcements made on the ZEMGO website or on the section on the Affiliate Network website relating to R&D MEDIA EUROPE B.V. shall be deemed a notice to Affiliates. The Affiliate is advised to regularly review the Terms and Condition as they are binding for all use of the Affiliate Program. Should Affiliate not accept the new terms and conditions, Affiliate must (i) immediately inform R&D MEDIA EUROPE B.V. hereof, (ii) immediately stop participation in the Affiliate Program and (iii) remove all advertisements supplied by R&D MEDIA EUROPE B.V. within the Affiliate Program.

Affiliate agrees not to use any other material, graphic or text as Advertisement than provided by or on behalf of R&D MEDIA EUROPE B.V. in the Affiliate Program and agrees only to use the Advertisement in the format obtained by the Affiliate through the Affiliate Program.

Any use of the intellectual property rights of or licensed by R&D MEDIA EUROPE B.V. - or any changes or adaptations to its intellectual property without its written consent - will be considered a material breach and therefore a violations of these terms and conditions and an infringement of the intellectual property rights of R&D MEDIA EUROPE B.V. unless given express written permission by R&D MEDIA EUROPE B.V..

R&D MEDIA EUROPE B.V. may in its sole direction, at all times, change the appearance or style of the advertisements within the Affiliate Program. Affiliate is responsible to use the latest form of the Advertisements and shall thereto regularly – but at least every week – check with the Affiliate Network's website relating to the Affiliate Program.

Affiliate is not allowed to make previews of the advertised product available to the end-consumer through its own website. In other words, previews can only be made available to the consumer by placing a deeplink to the ZEMGO related website(s) created by R&D MEDIA EUROPE B.V.

Affiliate agrees not to use Advertisements or links thereto in a manner that disparages R&D MEDIA EUROPE B.V. or its tradenames and/or trademarks, or portrait R&D MEDIA EUROPE B.V. or its products or services in a false light. Affiliate will promptly comply with requests of R&D MEDIA EUROPE B.V. as to the use of Advertisements or its intellectual property rights and will not knowingly take any action that diminishes the value thereof. R&D MEDIA EUROPE B.V. owns and/or controls and shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.

Affiliate shall defend, indemnify and hold R&D MEDIA EUROPE B.V. harmless against all claims, liabilities, losses, damages (including but not limited to direct, indirect, special and consequential damages), injuries and expenses including all reasonable legal fees claimed or incurred by R&D MEDIA EUROPE B.V. and/or third parties directly or indirectly as a result of any breach or alleged breach of these Terms and Conditions and/or Terms of Use.

R&D MEDIA EUROPE B.V. hereby indemnifies Affiliate from any justified direct damages incurred by Affiliate relating to a justified claim for infringement of copyright, trademarks, or image rights in the Advertisement, provided that (i) Affiliate shall promptly notify R&D MEDIA EUROPE B.V. in writing of such claim, and (ii) R&D MEDIA EUROPE B.V. shall be entitled to take sole control of the defence and settlement of the claim at its own cost and expense, including using attorneys or other third parties of its choice, and (iii) Affiliate will cooperate with R&D MEDIA EUROPE B.V. in the defence of the claim.

Contact details:

RD MEDIA EUROPE B.V.
Max Euweplein 32
1017 MB Amsterdam

P.O. Box 15748
1001 NE Amsterdam
The Netherlands

Affiliate network:

Name:

Signature:

Affiliate:

Name:

Signature:

GUIDELINE

POP-UP WINDOWS

Campaigns may be distributed via pop-up windows; however the terms and conditions in the format obtained by the Affiliate through the Affiliate Program must be visible to the user at all times.

WORDS

Usage of the word "FREE" or words with the same or similar meaning are not allowed in conjunction with any of the R&D MEDIA EUROPE B.V. campaigns. Additionally, creative's used in conjunction with any R&D MEDIA EUROPE B.V. offers may not be misleading or deceptive. The below list contains prohibited words, this list is leading, but not limited to other misleading or deceptive wording.

The following words and words with the same or similar meaning shall NOT be used:

- Click here to claim your prize
- Only X prizes left!
- Only X minutes left!!
- FREE/ free
- Congratulations! You have won an XXX!
- You are the winner of an XXX!
- Daily winner!
- Collect your XXX!
- You are selected to receive a free XXXX
- Guaranteed prize

To prevent any irregularities all ads can be approved by R&D MEDIA EUROPE B.V.

SEARCH KEYWORDS

In conjunction with any R&D MEDIA EUROPE B.V. campaign it is not allowed:

- to use any keyword that is linked to a registered brand name
- to use any keyword that is linked to an illegal or restricted activity or product
- to use any keyword identical or similar to "R&D MEDIA EUROPE B.V."
- to use any keyword linked to another mobile service provider