

Terms and Conditions of 1win Cash Agent Program

These Terms and Conditions of 1win Cash Agent Program (the “Agreement”) set out the terms of cooperation between the Company and the Agent. Prior to the commencement of cooperation, the Agent undertakes to carefully read this Agreement, as well as the Privacy Policy and any other materials provided by the Company through its communication channels.

By continuing cooperation with the Company, the Agent confirms that they fully understand and accept the terms of the Agreement, and agree to act in accordance with such terms.

The information regarding the terms of the Agreement, posted on 1win.cash (the “Platform”), is provided for general informational purposes only and does not constitute business, financial, legal or other professional advice or public offer. The Company does not guarantee the completeness, accuracy, or currency of the materials and reserves the right to update or remove them at any time without prior notice.

1. Definitions

1.1. Company – the entity receiving the Agent’s services and acting as the administrator of the Company’s Website(s).

1.2. Agent – an individual or legal entity that performs the obligations established by the Company within the Agent Network.

1.3. Agent Network – the group of Agents engaged by the Company for cooperation.

1.4. Cashier – a software application developed by the Company and provided to the Agent for performing limited technical operations related to user accounts, including confirming certain User requests and administratively supporting their transactions.

1.5. Players or Users – legally capable individuals who are active clients of the Company, registered users of the Website or Platform/Website visitors.

1.6. Website – the site(s) operated under the Company’s brand on the Internet, intended to provide digital services and access to user functionality.

1.7. Commission – the compensation earned by the Agent for the services rendered under the terms of the program.

1.8. Payout – the transfer of the Agent’s earnings from the internal balance of the Agent Network to the Agent’s external payment system.

1.9. Marketing Materials – a set of marketing tools used to promote the Company’s products on the Internet.

2. Subject of the Agreement and Agent Services

2.1. The Agent provides the Company with informational, marketing, and technical services, including but not limited to:

2.1.1. Attracting new Users to the Company's services;

2.1.2. Promoting the Company's products using permitted materials;

2.1.3. Participating in partner campaigns;

2.1.4. Assisting Users in performing available operations through the Cashier;

2.1.5. Communicating with Users within the scope of communication methods approved by the Company;

2.1.6. Other services as agreed with the Company.

2.2. The Agent acts solely on their own behalf. The Agent is not an employee, representative, or authorized agent of the Company and operates as an independent contractor.

2.3. The Agent must use only accurate, reliable, and up-to-date information.

2.4. Only a legally capable individual who has reached the age of eighteen (18) or the age of legal capacity in the Agent's jurisdiction (whichever is higher) may participate in the Program.

3. Access to the Cashier and Provision of Services

3.1. Access to the Cashier is granted to the Agent upon completion of verification procedures established by the Company. Information regarding Cashier setup, usage rules, and other tools is provided to the Agent through official Company communication channels.

3.2. The Company may request additional documents from the Agent to verify identity, location, status, or other information necessary to fulfill security procedures or internal controls.

3.3. The Cashier is not a banking, financial, or payment service and does not provide services for holding funds or conducting independent financial transactions.

3.4. The Agent is responsible for safeguarding login credentials and other authorization means. The Company is not liable for any losses resulting from unauthorized access to the Agent's data by third parties.

3.5. The Company reserves the right to refuse cooperation with any Agent without providing reasons. Access to the Cashier is granted at the Company's sole discretion and may require verification, identity confirmation, and submission of information necessary to comply with internal security policies and due diligence procedures.

3.6. The Agent may use the Cashier strictly in accordance with the Company's instructions and only for actions explicitly authorized by the Company. It is prohibited to:

3.6.1. Use the Cashier for purposes unrelated to the Agent's obligations;

3.6.2. Perform operations beyond the scope of granted permissions;

3.6.3. Use the Cashier for actions violating applicable laws, these Terms, principles of good faith, or Company policies;

3.6.4. Share Cashier access with third parties or allow third parties to perform operations on behalf of the Agent.

3.7. Proper functioning of the Cashier may require appropriate equipment, up-to-date software, and a stable internet connection. The Company is not responsible for errors, delays, or failures caused by technical issues on the Agent's side.

3.8. The Company may monitor correct Cashier usage, track Agent activity, record operations, and take measures to prevent violations, including temporary suspension of access. The Company may request supporting information from the Agent, which must be provided within a reasonable timeframe.

3.9. The Company may temporarily restrict or suspend the Agent's access to the Cashier if:

3.9.1. Violations of these Terms are detected;

3.9.2. There are suspicions of unauthorized activity;

3.9.3. Technical maintenance or security procedures are required;

3.9.4. The Agent fails to provide necessary documents or information.

The Company is not obliged to provide prior notice of such measures.

3.10. The Company may modify the Cashier's functionality, interface, technical capabilities, operational logic, data structure, or usage requirements without prior notice. The Agent is responsible for monitoring such changes and adjusting their use of the Cashier accordingly.

3.11. In case of detected violations, the Company may:

3.11.1. Limit the Agent's Cashier functionality;

3.11.2. Partially or fully block access;

3.11.3. Request explanations or documentation;

3.11.4. Terminate cooperation unilaterally;

3.11.5. Take any other measures provided by law or internal policies.

3.12. The Company reserves the right to request information from the Agent regarding traffic sources, promotional methods, or other information used or potentially used to promote the Company's products. Failure or refusal to provide such information may result in refusal of cooperation and termination of this Agreement.

3.13. The Agent is prohibited from copying the Company's databases containing User data for personal or commercial purposes.

4. Marketing Materials and Intellectual Property

4.1. All materials displayed on the Website or provided to the Agent are the intellectual property of the Company.

4.2. Agents are provided with graphic marketing materials, accompanying text may not be included. Agents are permitted to use publicly available information from the Website, except for actions expressly prohibited by this Agreement.

4.3. The Agent is granted a limited, revocable, non-exclusive license to use the Marketing Materials solely for the purposes outlined in this Agreement.

4.4. The Agent is prohibited from:

4.4.1. Altering, distorting, or modifying the materials;

4.4.2. Using the Company's trademarks in an unauthorized context;

4.4.3. Using unofficial materials created by the Agent without prior approval from the Company.

4.5. Information provided on the Website is for informational purposes only and does not constitute business, financial, legal, or other professional advice. The Company does not guarantee the completeness, accuracy, or timeliness of the materials and reserves the right to update or remove them without prior notice.

4.6. The Company may revoke the Agent's right to use the Marketing Materials at any time.

5. Rights and Obligations of the Agent

5.1. The Agent undertakes to:

5.1.1. Comply with this Agreement and all applicable laws and regulations;

5.1.2. Use the Cashier strictly in accordance with the Company's instructions;

- 5.1.3. Provide accurate information regarding promotion methods and traffic sources;
- 5.1.4. Interact with Users in a fair, honest, and professional manner;
- 5.1.5. Refrain from misleading Users or engaging in actions that could harm the Company or its reputation.
- 5.2. The Agent has the right to:
 - 5.2.1. Receive compensation in accordance with the terms of the Agent Program;
 - 5.2.2. Contact the Company for clarifications, guidance, and support;
 - 5.2.3. Independently choose promotion methods, provided that all restrictions set forth in this Agreement are observed.

6. Rights and Obligations of the Company

- 6.1. The Company undertakes to:
 - 6.1.1. Provide the Agent with access to the necessary tools and materials;
 - 6.1.2. Calculate and pay the Agent's compensation in accordance with the terms of the Agent Program;
 - 6.1.3. Review and respond to the Agent's inquiries or requests within a reasonable timeframe.
- 6.2. The Company has the right to:
 - 6.2.1. Temporarily suspend or terminate cooperation with the Agent;
 - 6.2.2. Modify the commission structure and terms of the Agent Program without prior agreement or notice to the Agent;
 - 6.2.3. Restrict or revoke access to the Cashier and other tools in the event of violations of this Agreement.

7. Restrictions and Prohibited Actions

- 7.1. The Agent undertakes not to use the Platform for any unlawful, harmful, fraudulent, or improper actions that may interfere with the normal operation of the Platform. In particular, the following actions are prohibited:

7.1.1. Providing false or misleading information, including submitting inaccurate, incomplete, or deceptive data to the Company; impersonating another person or organization; attempting to gain benefit or access to cooperation through deception.

7.1.2. Engaging in unauthorized commercial activities, including:

- Using the Platform to promote third-party products or services;
- Distributing Platform materials without the Company's written consent;
- Using the Platform to attract users or Company representatives to unrelated business activities.

7.1.3. Distributing viruses, malware, or using bots, scripts, crawlers, or other tools that interfere with the Platform's operations.

7.1.4. Attempting to bypass security systems, hack, decompile, or modify any technological elements of the Platform.

7.1.5. Interfering with servers, network infrastructure, or data transmission processes.

7.1.6. Manipulating access, including:

- Attempting to access restricted areas;
- Circumventing geo-blocking, authentication mechanisms, or other access controls;
- Using VPNs, proxies, or masking tools for purposes inconsistent with proper Platform use.

7.1.7. Improper use of communication channels, including:

- Sending mass messages, spam, or unrelated inquiries;
- Harassment, threats, abuse, or other breaches of communication norms with Company representatives;
- Posting or transmitting offensive, discriminatory, obscene, or inappropriate content.

7.1.8. Using the Platform for activities that violate applicable law, including but not limited to regulations on advertising, data protection, consumer rights, and cross-border communications. Any activity that may create regulatory, legal, or reputational risks for the Company is strictly prohibited.

7.2. Violation of any provision of this section may result in immediate termination of cooperation and suspension of access to the Platform.

8. Commission and Payment Procedures

8.1. The Agent's commission is calculated and credited under the terms provided to the Agent through official communication at the start of cooperation.

8.2. The Company reserves the right to modify the commission structure and rates at any time without prior notice to the Agent, unless otherwise explicitly stated in the Program rules or agreed in writing with the Agent.

8.3. The Agent is solely responsible for the payment of any taxes or fees applicable under the law.

9. Confidentiality and Data

9.1. The Company processes personal data of Users and Agents only to the extent necessary to provide services under this Agreement.

9.2. Participation in the Agent Program involves the processing of personal data in accordance with the Privacy Policy, which is published on the Website.

9.3. The Agent undertakes not to disclose any confidential information received from the Company.

10. Use of the Website

10.1. The Website is provided by the Company on an "as is" basis. The Company does not guarantee uninterrupted operation of the Website, or that it will be free from errors, faults, or downtime.

10.2. The Agent undertakes to use the Website solely in accordance with this Agreement and not to take any actions that may damage the Website, impair its functionality, or attempt unauthorized access to data, systems, or information.

10.3. The Agent acknowledges and agrees to the Privacy Policy, which governs the collection, processing, and protection of personal data in connection with the use of the Website.

11. Limitation of Liability and Disclaimer of Warranties

11.1. The Company shall not be liable for any direct or indirect damages, including lost profits, punitive, incidental, or consequential losses arising from:

11.1.1. Actions of the Agent or any users of the Website;

11.1.2. Malfunctions, delays, or errors in the operation of the Website, Cashier, or other related services;

11.1.3. Operation of third-party services, payment providers, or technical integrations;

11.1.4. Use of, or inability to use, the materials and tools provided by the Company.

11.2. The Company provides no warranties regarding:

11.2.1. Uninterrupted operation of the Website, Cashier, or other services;

11.2.2. Stability of the Agent's income or financial results;

11.2.3. Achievement of specific commercial outcomes from the partnership with the Company.

11.3. The Agent acknowledges and agrees that the use of the Cashier and Company materials is at their own risk, and that the responsibility for compliance with legal requirements, security rules, and data protection lies entirely with the Agent.

11.4. The Company shall not be liable for damages resulting from unauthorized access to the Agent's account, loss of login credentials, or other information provided for using the Cashier.

11.5. The Company's maximum liability under this Agreement, regardless of the basis of the claim, shall not exceed the total amount of commission actually paid to the Agent during the six (6) months immediately preceding the claim.

12. Termination of Cooperation

12.1. The Company may suspend or terminate cooperation with the Agent immediately in the event of:

12.1.1. Breach of the terms of this Agreement;

12.1.2. Suspected fraudulent activity, violation of laws, or regulatory requirements;

12.1.3. Untimely provision of information requested by the Company for verification of the Agent's activities.

12.2. The Agent may terminate participation in the program at any time by providing the Company with written notice via the contact email or other available communication channels at least two (2) weeks prior to the intended termination date.

12.3. Upon termination of cooperation, the Agent shall:

12.3.1. Immediately cease using the Cashier and any other Company services;

12.3.2. Remove or deactivate all links, advertising materials, and Company content used under the program;

12.3.3. Cease processing any personal data of Users that was handled through the Cashier on behalf of the Company.

12.4. Termination of cooperation does not release the parties from fulfilling obligations arising prior to the termination date, including commission settlements and resolution of disputes.

13. Amendments

13.1. The Company may amend or supplement this Agreement at any time without prior notice to the Agent. Such amendments may relate to the rules of the Agent Program, use of the Cashier, calculation of commissions, rights and obligations of the parties, as well as other terms of cooperation.

13.2. The updated version of the Agreement becomes effective upon publication on the Website. The Agent is responsible for monitoring the current version of the Agreement and agrees that continued use of the Company's tools and services after publication of any changes constitutes acceptance of the updated terms.

13.3. The Company shall not be liable for any consequences arising from the Agent's failure to review the updated version of the Agreement in a timely manner.

14. Dispute Resolution and Governing Law

14.1. Participants in the Agent Program may challenge any situation or decision. The Company will approach any disputes comprehensively and objectively, provided the Agent submits clear and accurate information, including facts and supporting arguments.

14.2. The Agent has the right to submit questions regarding this Agreement or file a complaint to resolve a dispute. Questions, descriptions of the dispute, claims, and supporting evidence must be submitted in writing to the Company's support email: **security@1win.cash**, or through the Agent's personal account manager. The message must not contain offensive language, insults, or false information.

14.3. Any submitted correspondence will be reviewed within 14 (fourteen) days of receipt. The Agent may receive a notification regarding the outcome of the review. If the dispute cannot be resolved through negotiation, it shall be settled in accordance with applicable law without specifying a particular jurisdiction, while preserving the parties' right to pursue further lawful remedies.

14.4. This Agreement and the relationship between the Company and the Agent are governed by the applicable laws of the jurisdiction where the Company is incorporated.

14.5. Any matters not explicitly addressed in this Agreement shall be resolved based on principles of fairness, good faith, and generally accepted norms of civil law.

15. Force Majeure

15.1. Neither party shall be liable for any partial or complete failure to perform its obligations under this Agreement if such failure is caused by circumstances beyond its reasonable control (force majeure), including, but not limited to: fires, floods, earthquakes, acts of war, terrorist attacks, public health emergencies, disruptions of government operations, energy supply, telecommunications, or internet infrastructure.

15.2. The party affected by force majeure shall notify the other party within a reasonable time about the occurrence of such circumstances and their expected duration.

15.3. The obligations of the parties shall be suspended for the duration of the force majeure event. If such circumstances persist for more than 60 (sixty) days, either party shall have the right to request a review of the Agreement's terms or terminate the Agreement.

16. Final Provisions

16.1. This Agreement constitutes the complete and exclusive agreement between the Company and the Agent regarding participation in the Agent Program and use of the Cashier.

16.2. The Agent confirms that they have read, understood, and fully agree with the terms of this Agreement.

16.3. The inability of either party to perform any provision of this Agreement due to reasons beyond its control shall not release the other provisions of the Agreement from being performed.

16.4. Any notices related to this Agreement shall be sent to the contact email address or through communication channels provided by the Company.

16.5. This Agreement is drafted in English. Translations into other languages are provided for convenience only. In the event of any conflict between the English version and a translation, the English version shall prevail.