

# General Terms and Conditions Quality Mark Responsible Affiliates (QMRA)

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In this document you will find the General Terms and Conditions of the Quality Mark Responsible Affiliates (hereinafter: QMRA). These General Terms and Conditions are offered at all times when you register for an Affiliate website, whether or not you receive the Quality Mark. **Please note: QMRA is only intended for Online Casino Affiliate websites focused on the UK gambling market.** Where this document refers to 'Agreement,' reference is made to the relationship between QMRA and the Online Casino Affiliate concerned (in the context of the website that has been submitted by the Online Casino Affiliate). The applicant (and any proprietor) of the Quality Mark is defined in the context of these General Terms and Conditions as 'Affiliate'.

In the context of these General Terms and Conditions, the Quality Mark Responsible Affiliate is also described as 'The Quality Mark' or 'Quality Mark'. The Quality Mark is based on the Code of The QMRA (also referred to as 'the Code').

**Latest version: 18-05-2022**

## 1. Definitions

In these General Terms and Conditions of QMRA the following are defined as:

Affiliate:	The Online Casino Affiliate for which work is performed by QMRA
Agreement:	The relationship between Online Casino Affiliate and QMRA in the context of performing work.
Annual Check:	The Annual Check of the website of an Affiliate that has been granted the Quality Mark, for the purpose of checking whether the Affiliate still complies with the Code.
Applicant:	The person that submitted a website to QMRA with the intention of going into an Agreement with QMRA, also defined as 'Affiliate'.
Compliance Check:	The check of the website submitted by the Applicant for granting the Quality Mark, performed by QMRA.
Parties:	QMRA and Online Casino Affiliated called together.
QMRA:	The company Quality Mark Responsible Affiliates registered in the Dutch chamber of commerce under XY Legal Solutions B.V. with registration number: 73716855.
Self-declaration:	Document in which the Affiliates indicates that he has agreed to the various conditions of the QMRA and the process of obtaining the Quality Mark.
The Code:	The Quality Mark Code of QMRA.

## 2. Details QMRA organization

QMRA was set up by XY Legal Solutions B.V. (with the Dutch Chamber of Commerce number: 73716855), located at Euclideslaan 1, 3584 BL in Utrecht. A separate department has been set up for the QMRA-related matters: **approaching XY Legal Solutions B.V. with questions about QMRA is therefore not possible.**

Questions regarding QMRA can be addressed to: [info@qmra.eu](mailto:info@qmra.eu)

Applying for the Quality Mark for a casino Affiliate website (focused on the UK gambling market) can be done via: [application@qmra.eu](mailto:application@qmra.eu).

## 3. Applicability

1. These General Terms and Conditions apply to the relationship between QMRA and the Affiliate, this concerns the entire Agreement between the Parties. Keeping the Quality Mark is only possible if the Affiliate agrees with and conforms to these General Terms and Conditions.
2. Only online casino Affiliates, that are focused on the UK gambling market can apply for the Quality Mark of QMRA.

## 4. Execution of the Agreement

1. The Quality Mark is granted if the Affiliate has agreed with the Self-declaration and when the website has been checked by XYLS; according to the established procedure (as described in these terms and conditions, the website of QMRA and the introduction email).
2. For the granting of the Quality Mark, the applicant first agrees to a Self-declaration and has to fulfil the invoice, after which a general check of the indicated website takes place in accordance

with the procedure. The results may or may not lead to receiving the Quality Mark. If you do not receive the Quality Mark, it is up to QMRA to provide any substantiation.

3. QMRA will only be available by e-mail for questions. Received questions, apart from applications for the Quality Mark, are dealt with in accordance to internal policy.
4. Affiliate pays a fee per offered website.
5. QMRA carries out an Compliance Check for the purpose of granting the Quality Mark, the website of the Affiliate will be checked on a random basis, this means that not the entire website gets a full check.
6. QMRA can choose to include social media accounts of the Affiliate in the Compliance Check. The Affiliates can suggest pages for verification, but whether these are actually assessed is up to QMRA.
7. Receiving the Quality Mark means that the Affiliate may place the image of the Quality Mark on the website from the point of receiving an approval email (where QMRA can set additional requirements at its own discretion, such as 'tracking' the image). At the annual check, it will be decided whether the image may remain visible on the website.
8. If the Affiliate carries the Quality Mark, Affiliate is then obligated to place a do-follow hyperlink to the QMRA website, on the QMRA logo which is placed in the footer of the website. QMRA will also place a link on the logo placed on the QMRA website, to the Affiliate website(s).
9. The Affiliate is, if the Affiliate carries the Quality Mark, permitted to present itself as the 'holder of the Quality Mark'. The Affiliate's website and logo will also be placed on the website of QMRA, '<https://QMRA.eu>'.
10. If the QMRA becomes aware of violations of the QMRA Code by the Affiliate in the interim, the Quality Mark can be revoked immediately, although in most cases a less urgent method will be used.
11. If it is decided to withdraw the Quality Mark, the Affiliate is obligated to remove the image of the Quality Mark from the website within **14 days** in view of a fine to be forfeited of **€ 1,000 per day for as long as the violation continues**.
12. Agreement with the Self-declaration is given by QMRA sending the Self-declaration, and the Affiliate emailing 'Agree with Self-declaration' or something similar back to QMRA.
13. The current director of XY Legal Solutions B.V. (under which QMRA falls at this time), has the option to transfer QMRA to another company. The agreement from Affiliate – XY Legal Solutions B.V. will then automatically be shifted to Affiliate – New Company. If this situation occurs, QMRA will ensure the same level of quality.
14. QMRA reserves the right to change The Code, QMRA will ensure that the applicable Code is visible on the website of QMRA at all times, if necessary QMRA will also inform the Affiliate in writing if changes are made to The Code.
15. QMRA reserved the right to change these General Terms and Conditions, Affiliates will always be notified of changes to these General Terms and Conditions by QMRA always uploading the newest version on the website of QMRA.

## 5. Application Procedure

1. An application sent to [application@qmra.eu](mailto:application@qmra.eu) for the Quality Mark will be processed within 21 days of receipt of the request.
2. After receipt of the request QMRA will contact Affiliate and ask to agree to the terms of QMRA, the Self-declaration and provide QMRA with the necessary bank details, if the Affiliate has explicitly agreed with the terms of QMRA and the Self-declaration, QMRA will then send an invoice for the general check of the website.
3. After agreeing to the Self-declaration and paying the invoice in full granting of the Quality Mark (upon approval of the website) takes place no later than 28 days after the date that the invoice

was paid in full. From this point on, the Affiliate is entitled to place the Quality Mark as an image on the website.

4. If the Quality Mark is not granted after the check of the website, QMRA will set up a feedback round in which the Affiliate can adjust the website based on the first assessment, after which the Affiliates website will be reviewed again.
5. An Annual Check (update) of the offered website takes place, after which it is decided whether the holder in question is entitled to renew the Quality Mark.
6. The Annual Check is carried out at a time chosen by QMRA: The Affiliate receives an invoice in accordance with Article 6 of these General Terms and Conditions before the Annual Check-up is carried out. The Affiliate will receive a message by e-mail about whether or not to renew the Quality Mark.

## 6. Costs & Financial Provisions

1. The initial costs for the Affiliate when applying for the Quality Mark are € 1.125,- or £ 935,- (excluding VAT) **for each website**.
2. QMRA can, at its own discretion, change the initial costs for the Affiliate when applying for the Quality Mark.
3. The Affiliate will receive an invoice from XY Legal Solutions B.V. titled 'QMRA Application – name of the website –' immediately (within a reasonable timeframe) after submitting the application. The payment term is **14 days**, whereby QMRA reserves the right to start the procedure only after payment (in accordance with Article 4 of these General Terms and Conditions). **NOTE:** In case of disapproval of the Affiliate's website, **no** amount will be refunded. The Affiliate is responsible for the administration of the website and has previously signed a Self-declaration.
4. The annual renewal fee is € 725,- or £ 610,- (excluding VAT), which also includes a check-up.

## 7. Cessation

1. The board of XY Legal Solutions B.V. is entitled to terminate the Quality Mark at any time (to stop with the Quality Mark). If this is the case; the Affiliate is entitled to keep the Quality Mark visible on its website for at least one year from the moment it was requested. This means that after ceasing to exist, QMRA will explain the situation at <https://QMRA.eu> for at least a year so that the Quality Mark has value for the period for which contribution has been paid, QMRA will always inform Affiliate of this.
2. QMRA can withdraw the Quality Mark at its own discretion (with substantiation by e-mail); even after random checks, separate from the official controls.
3. QMRA responds to (written, digital) responses at its own discretion.
4. The Affiliate is no longer entitled to bear the Quality Mark if the costs for the Annual Check-up have not been paid.

## 8. Property

QMRA, the related logo, the QMRA-code and all other related information is copyrighted by XY Legal Solutions B.V.

## 9. Privacy

For more information about privacy and personal data, we would like to refer to [our privacy statement](#).

## 10. Confidentiality

Both parties (QMRA and Affiliate) are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their Agreement. Information is considered confidential if this has been communicated by the other party, or if this results from the nature of the information.

## 11. Liability

1. QMRA is in no way liable for cases in which the Affiliate receives a fine from a government agency that is authorized to impose fines on the Affiliate. After all, the Affiliate recognizes to take its own responsibility when it comes to conforming to the QMRA Code.
2. QMRA is not liable for damage, of whatever nature, caused by QMRA assuming incorrect and/or incomplete information provided by or on behalf of the Affiliate.
3. The Affiliate indemnifies QMRA against all claims of third parties, and will reimburse QMRA for the costs that it incurs or will incur in connection with the defence against such claims by third parties, which are related to or arise from work performed by QMRA under the Agreement with the Affiliate.
4. In the event of gross negligence or fault on the side of QMRA, QMRA will address the liability insurance of umbrella company XY Legal Solutions B.V.

## 12. Complaints policy

The Affiliates must submit complaints by e-mail to QMRA. Complaints will be dealt with within 28 days. The Affiliate is not entitled to a refund of invoiced amounts if a complaint has been determined to be well-founded.

## 13. Force majeure

1. QMRA is not liable for damage as a result of circumstances that could not have been foreseen for QMRA at the time of entering into the Agreement. Such circumstances include: lack of raw materials, factory failure of any kind, strike, exclusion of or lack of workers, quarantine, epidemics, pandemics, natural disasters, mobilization, martial law, state of war or war, traffic jamming in railways or lack of means of transport, traffic blockades, illness regardless of the reason or cause thereof or other unforeseen circumstances that were not known when entering into the Agreement.
2. QMRA has the right to suspend or dissolve the performance of the Agreement in the event of force majeure. QMRA reserves the right to invoice the Affiliate for the part of the Agreement that has already been executed.
3. If QMRA later executes a temporarily suspended part of the Agreement, the Affiliate will owe the entire agreed consideration without any form of discount.

## 14. Conversion

If and insofar as, on the basis of reasonableness and fairness or the unreasonably onerous nature of any provisions of the Agreement, or any other Agreement between the Parties cannot be invoked, the relevant provision in terms of content and purpose will in any case have as much corresponding meaning as possible, so that it can be invoked.

#### 15. Aftereffects

If it is expressly or tacitly intended that provisions in these General Terms and Conditions remain in force, these will retain their effect after termination of the Agreement or any other Agreement between the Parties.

#### 16. Applicable law

All Agreements between the Applicant and QMRA, as well as these General Terms and Conditions, are governed by Dutch law.

#### 17. Choice of forum

The District Court of Central Netherlands, location Utrecht (chamber civil affairs/canton) is competent to take cognization of disputes in the context of the Agreement between the Parties. Nevertheless, QMRA has the right to submit the dispute to the competent court according to applicable law.

**Do you have any questions regarding these Terms and Conditions? Please contact us via [info@qmra.eu](mailto:info@qmra.eu).**