

Terms and Conditions

Version 1.2

Effective Date: 13th of January 2021

It is important that you (the “Affiliate”, “You”) read and understand these Terms and Conditions and Privacy Policy before using these services.

Your acceptance of these Terms and Conditions forms a binding contractual agreement between you and Claymore Malta Ltd, the parent company of ibet.com.

When using this website and/or registering as an affiliate with the iBet Affiliate Program, you agree to be legally bound by, and comply with, our Terms and Conditions and Privacy Policy.

If you do not agree to the following Terms and Conditions and Privacy Policy, you should discontinue your application.

DEFINITIONS

Admin Fee

The value of Jackpot contributions, Games and Platform costs and operating costs

Agreement

These Terms and Conditions, Privacy Policy and, where applicable, any other contractual document concluded between the Parties in relation to the Affiliate Programme. To the extent that the said contractual document is governed by these Terms and Conditions, any reference to ‘the Agreement’ as included therein shall also mean a reference to these Terms and Conditions and the Privacy Policy. Further, any reference to ‘this Agreement’ in these Terms and Conditions shall also include and refer to such contractual document.

For the avoidance of doubt, these Terms and Conditions shall supersede any other terms and conditions applicable to such contractual documents concluded between the Parties.

Affiliate

A person (whether an individual or a company) who has registered and been accepted by iBet as an Affiliate of the iBet Affiliate Program in order to promote iBet through affiliate links.

Affiliate Network

An individual and/or entity which You have a business relationship with and who operates for You with the intention of driving traffic to ibet.com, or that You direct in any appropriate manner to iBet and who does not have an account directly with iBet but is connected to Your account. For the avoidance of doubt, this shall not include Sub-Affiliates.

Affiliate Payment

Any Revenue Share, Hybrid Payment and/or CPA Payments.

Affiliate Program

The Affiliate Program operated by iBet.

Applicable Law

All laws, statutes, regulations, edicts, bylaws, mandatory codes of conduct and mandatory guidelines – whether local, national, international or otherwise existing from time to time – which are legally binding on either Party and which

are applicable to that Party's rights or obligations under this Agreement.

Application

Your application to join the Affiliate Program via the Affiliate Program site.

Balances Carried Over

In the calculation of Commission where Net Revenue is negative due to Customer winnings and/ or Admin Fees and/ or Cash Items and/ or Progressive Contributions the said balance will be set to zero. A negative balance due to Fraud Costs will however be carried over where applicable.

Baseline

The baseline defines the minimum amount of deposit per new player required that qualifies for the CPA Deal.

Brand

'ibet' including without limitation any and all of the trademark registrations/applications of the Group, any taglines or marketing slogans used by the Group, as well as any other brands (whether registered or unregistered) owned and /or used by the Group, as may be indicated by iBet from time to time. Chargeback

The reversal of a payment made previously to iBet by a Referred Player or the credit card-issuing bank or any other third party payments solution provider. Chargebacks are regarded as Fraud for the purposes of calculating net revenues.

Commencement Date

The date on which iBet confirms Your application to join the Affiliate Program has been accepted.

CPA Deal

A Cost-Per-Acquisition deal, whereby iBet pays You a predetermined amount for each Referred Player. CPA deals will undergo a trial period to ensure affiliates are providing iBet with legitimate and profitable traffic. Referred Player must deposit at least one to be qualified for a CPA Deal.

Customer/Player

An individual referred or directed by You in any appropriate manner to a Product offered by iBet who can be linked to Your (or Your organisation's) iBet Affiliate account and/or identity who registers a Customer account with iBet. By opening an account with iBet, that Player will become Our customer and must comply with all Our applicable rules, policies, and operating procedures.

Commission

The amounts due to You by Us in exchange for the provision of the services in accordance with the conditions of this Agreement, calculated under the Revenue Share, CPA, or Hybrid model, as the case may be.

Fraud

Any form of fraud committed by a Referred Player, which in the sole opinion of iBet, is deliberately practiced by a Referred Player and/or an Affiliate in order to secure a real or potential, unfair or unlawful gain, including but not

limited to:

1. Fraud costs;
2. Chargebacks;
3. Bonus abuse by a Referred Player or group of Referred Players;
4. Your (or a third party's) encouragement to a Referred Player to abuse Our bonus offers;
5. Collusion on the part of the Referred Player with any other Referred Player;
6. Your (or a third party's) offering or providing unauthorised incentives (financial or otherwise) to Players to encourage them to sign up;
7. Dropping or stuffing cookies.

Fraud Costs

The costs incurred (financial or otherwise) by iBet as a direct or indirect result of Fraud by committed by You, Your employees, Sub-Affiliates, business partners, Customers, and/or third parties linked to Your affiliate Account to whom You, as an Affiliate, have introduced Our Products.

Gross Win

The total revenue generated by all ibet Products as a result of all bets and/or deposits by Referred Players introduced to iBet by You.

Group

Any and all of the companies forming part of the iBet Gaming Group, Claymore Malta Ltd and associated with the Brand.

Intellectual Property

Any and all intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trademarks, word marks, database rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URL, trade names or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.

Markets

All markets in which the Group operates.

Net Revenue

is calculated as: (All Player bets minus All Player winnings minus Player Bonuses minus applicable gambling Taxes and VAT) minus Admin Fee 27.5%.

Please note we also deduct the following tax in these countries:

- Austria 40% (Only Casino), Malta 5% on Net Revenue
- Austria 2% Tax on Turnover for Sports- and Live Betting

MyAffiliates

The commercial platform (or any other platform as may be indicated by ibet) used by ibet to track Your marketing campaigns.

Party

Either iBet or the Affiliate (jointly referred to as the 'Parties').

Progressive Contributions

A percentage of revenue generated on any progressive game that is paid over by Us into the network's progressive pool.

Products

An online gaming product (including but not limited to Sports- and Live Betting, Casino, Live casino) for which professional services are rendered by iBet or the Group.

Revenue Share Deal

A deal where You receive payment through a revenue share model that is tracked on MyAffiliates.

Referred Player

A Player who has accessed any of the iBet Products and registered for a cash account directly through one of Your affiliate links. For the avoidance of doubt, players which are already customers of iBet shall not be considered 'Referred Players'.

Spam

Unwanted or unsolicited email or SMS or any other form of communication sent indiscriminately to one or more mailing lists, individuals, or newsgroups. This shall include not having appropriate opt-ins and/or opt-outs prior to the sending of such communication and the lack of maintaining records of the same.

Terms and Conditions

These terms and conditions, titled iBet Affiliate Partner Terms and Conditions.

Website

The website www.ibet.com, or any other website as may be directed by Us.

Us/We/ Our

The Group and all related Brands.

You/Your/ Member

You in Your capacity as a iBet Affiliate and Partner, and any Sub-Affiliates which You may engage pursuant to this Agreement.

1.0 Affiliate Appointment

Your application to be a iBet Affiliate will be reviewed following submission and You will be notified in a timely manner of Our acceptance or rejection of Your application.

If the information provided by You pursuant to Clauses 4.2, 4.12 and 4.13 is deemed insufficient, We reserve the right to withhold pay-out and reject Your application to be a iBet Affiliate.

Upon acceptance into the Affiliate Program, You hereby accept the appointment as an Affiliate partner of iBet. For the avoidance of doubt, any auto-approval by Us does not imply that We may not re-evaluate Your application at a later stage.

You acknowledge that this Agreement does not grant You an exclusive right or privilege to assist Us in the provision of services arising from Your referrals and that You shall have no claims to any Commission or other compensation on business secured by or through persons or entities other than You.

2.0 iBet Affiliates: Your Rights

2.1 Licence to direct Customers to the Website

Upon acceptance as aforesaid, We grant You a non-exclusive, non-transferable, revocable licence, during the term of this Agreement, to direct Customers to the Website, in accordance with the terms of this Agreement.

2.2 Licence to use certain Intellectual Property

During the term of this Agreement, You are granted a non-exclusive, non-transferable, revocable right and license to use the Approved Marketing Material as defined below (hereinafter referred to as “Licensed IP”). The license in conjunction with the Licensed IP granted to You in terms of this Clause shall be conditional and strictly contingent upon the following:

1. The Licensed IP may be used solely and strictly as required for You to fulfil Your obligations under this Agreement;
2. The Licensed IP may not be sub-licensed, assigned or otherwise transferred by You to any third party without Our prior written permission;
3. You may not modify, alter, adjust, remove, crop, manipulate and create any derivative works of the Licensed IP;
4. You shall not, during the term of this Agreement or at any time thereafter, assert the invalidity, unenforceability, or contest the ownership of the Intellectual Property Rights in any action or proceeding of whatever kind or nature, and further You shall not take any action that may prejudice Our rights in the Intellectual Property, render the same generic, or otherwise weaken their validity or diminish their associated goodwill;
5. You may not use the Licensed IP or any Intellectual Property of the Group in a manner that would create a confusion to customers, notably without limitation as to the origin of the marketed goods and services, portray Affiliate as a member of the Group or impersonate the Group;
6. You shall fully comply with Clause 4.3, Clause 4.6, Clause 4.14 and Clause 4.15;
7. You shall fully comply with any other the terms of this Agreement (including any restrictions contained herein);
8. All rights not expressly granted herein shall remain strictly with Us;
9. Your use of any other Intellectual Property of iBet or the Group shall be strictly subject to prior written approval;
10. We shall have a right to revoke the license as provided herein at any time and without cause.

Notwithstanding anything to the contrary, iBet retains the right to request a written agreement signed by both Parties detailing any other terms which ibet at its sole discretion deems appropriate, such as any payment terms, methods of giving notices, other rights and obligations of both Parties and including a term during which You are allowed to make use of

such Licensed IP provided You abide by the terms set forth by Us which shall be clearly stated within such agreement.

2.3 Registration of Referred Customers / Players

iBet will register Referred Customers / Players and will track their gaming activity. iBet has the right to refuse Customers or to close their accounts, if necessary, in order to comply with any regulatory or legal requirements that may arise.

2.4 Financial reporting on Referred Customer / Player activity

The style, form, content and frequency of generated reports may, at Our discretion, vary from time to time. You will be provided with remote online access to generated reports of Referred Player activity and the commissions generated by that activity. To gain access to these online reports, You will need to use Your username and password as provided to You by iBet. We will provide You with a unique tracking link(s), but it is Your responsibility to ensure that the tracking links You use are in the correct syntax. We cannot track Referred Players referred by You, if the links You use are incorrect, so You must ensure to copy the code exactly as presented in the iBet Affiliate centre. We will not be liable to pay commission on any Referred Players who are not tracked due to modified tracking codes or links. It is Your responsibility to inform iBet immediately if the tracking link provided is broken or does not work correctly.

2.5 Modification of the Terms and Conditions

We may amend, alter, delete, interlineate or add to these Terms and Conditions contained in this Agreement, at any time and in Our sole discretion, by posting a change notice or a new agreement on Our site. Such amendments, alterations, deletions, interlineations or additions may include, for example, changes in the scope of available Commission, commission schedules, payment procedures, and referral program rules. Any amendments, alterations, deletions, interlineations or additions to these Terms and Conditions shall be effective immediately upon notice, by display on the Website and/or on MyAffiliates ('Notice'), and shall supersede all previous versions. Your use of the Website and/ or continued marketing of Us or Our Products after such Notice is given to You will be deemed acceptance of such amendments, alterations, deletions, interlineations or additions or the new Agreement should these Terms and Conditions be replaced in their entirety. Be sure to review this Agreement periodically to ensure familiarity with its most current version.

Please also note: No purported modifications, amendments, alterations, additions, deletions or interlineations of this agreement by you are permitted or will be recognised by us. No employees, officers or agents of iBet may verbally alter, modify or waive any provision of this Agreement.

3.0 Your Warranties

By applying to be registered as a iBet Affiliate, You warrant the following:

1. The information You provide Us on registration is complete, valid and truthful;

2. in the event You are a juristic or legal person, the person submitting the application has the full right, power and authority to enter into this Agreement on behalf of such entity;
3. The execution of this Agreement by such person, and the performance by You of Your obligations and duties hereunder, do not and will not violate any agreement to which You are a party or by which You are otherwise bound;
4. That You have all requisite legal and authority to enter into this Agreement and to carry out and perform Your obligations under the terms of this Agreement;
5. You shall comply with all Applicable Law and regulations related to the performance contemplated under this Agreement;
6. Your performance of this Agreement shall not infringe the Intellectual Property or any other rights of any third party including without limitation right of privacy, right of publicity, contractual or other right of any person, or constitute any libel or slander of any person.

4.0 Your Obligations

1. You shall permit iBet (or a person on iBet' behalf) to audit Your books, records, systems, data, marketing communication consents and other materials to ensure compliance with this Agreement.
2. You shall take reasonable steps to ensure the reliability and proper training of Your employees and that such employees understand the data protection and marketing requirements applicable to both the Affiliate and to iBet.
3. The Affiliate is to be aware that any operation from its end which runs counter to this Agreement may result in very serious consequences for the Affiliate itself, for ibet, or for both Parties, including without limitation, fines, penalties, breaches of license conditions and ability to do business, as well as potential civil and criminal action against the Affiliate or ibet by the respective authorities.
4. Without prejudice to any of the Company's rights herein or at law, the Company may forthwith terminate this Agreement, in part or in its entirety, or any of your accounts should you act in breach of the foregoing and you shall be held fully responsible and liable for any such resulting fine, penalty, claim, action, or loss which is caused to us as a result of your action or default as the case may be.
5. As an Affiliate Partner of iBet, you agree to actively advertise and feature the brand in your traffic channels. If you fail to promote the brand and deliver New Customers for one hunder and eighty (180) days, iBet Affiliates will reserve the right to modify or reduce your pending or future commissions to no lower then 10% in case of Net Revenue Share deals.

4.1 Your website

You are not allowed to register for the iBet Affiliate Program if Your website is considered unsuitable.

4.2. Direct Marketing and Spam

You shall not send Spam to any person, whether a Customer of iBet or otherwise, at any time.

Any form of any direct marketing communication sent to one or more mailing lists, individuals or newsgroup, notably without limitation via E-mail and/or SMS direct

marketing, that concerns whether directly or indirectly iBet or is sent or can be deemed to be sent on behalf of iBet, irrespective of whether to the customer of iBet or otherwise (hereinafter referred to as “Direct Marketing”), shall be strictly prohibited. Any Direct Marketing carried out using the ibet.com or Claymoregroup.com name, likeness, or copyrighted material shall be considered a material breach of this Agreement with the respective consequences.

Any form of breach of this Clause 4.2, will result in Your account being placed under review immediately and any Commission due to You being withheld pending an investigation We shall be entitled to enforce a Penalty, which will be deducted from Your account. If this occurs, the amount of the Penalty will be deemed fair and acceptable to You. Should the Penalty and/or any additional payment due to Us (including without limitation expenses and/or damages in dealing with such breach of this Clause or being blocked by third party Internet Service Providers) not be covered by funds in Your account, We have the right to investigate other alternative means for obtaining these payments from You, including the right to demand direct payment from You on the first demand.

Should You require more information regarding this clause, please contact us at [affiliate\(at\)ibet.com](mailto:affiliate(at)ibet.com). Should You wish to report any incidences of breach of this Clause please contact us at [affiliate\(at\)ibet.com](mailto:affiliate(at)ibet.com).

4.3 Approved Marketing Material

Once successfully registered as an Affiliate of iBet, You will have access to Our banners, text and/ or other online and offline promotional materials and certain Intellectual Property (collectively “Approved Marketing Material”). You may place said materials on Your site, and/ or utilise them via e-mail and/ or direct marketing and/ or social media and/or print media but You may not use any Intellectual Property of the Group (notably without limitation the Brand or related trademarked material) with respect to mobile applications, notably without limitation as keywords for any mobile application or to impersonate Group or create confusion as to the origin and/or nature of the goods and services provided within the scope mobile application. These are the designated methods by which You may advertise iBet.

It will be Your responsibility to ensure that the use of such Approved Marketing Material is strictly in accordance with any specifications, obligations and/or limitations in these Terms and Conditions and any Applicable Law. iBet reserves the right to request You to take down any form of use of the Approved Marketing Material which it deems to be non-compliant with this Agreement or Applicable Law or infringing Intellectual Property of the Group.

Should You be in any doubt, please contact [affiliate\(at\)ibet.com](mailto:affiliate(at)ibet.com) before publication. All Approved Marketing Material must be kept current and You shall utilise new Marketing Material forthwith after it is made available to You by Us.

4.4 Approved Layouts

In the absence of Our prior written approval, You will only be permitted to use Our Approved Marketing Material as made available at the iBet Affiliate Portal, or as supplied directly to You by Us, and will not alter its appearance nor refer to Us, Our Products or Our/ their partners in any promotional materials. The appearance and syntax of the hypertext

transfer links are designed and designated by Us and constitute the only authorised and permitted representation of Our Products sites.

4.5 Marketing Compliance

You shall comply with all advertising guidelines and legislation in the relevant Markets for the term of this Agreement, including but not limited to:

1. Malta

1. MGA: www.mga.org
2. Remote Gaming Regulations: <http://www.mga.org.mt/wp-content/uploads/Gaming-Act.pdf>
3. Commercial Communication Regulations
<http://www.mga.org.mt/wp-content/uploads/Gaming-Commercial-Communications-Regulations-2018.pdf>

For the avoidance of doubt, these links are provided solely for indicative and informative purposes and shall not, under any circumstances, be construed as advice provided by iBet as to Your binding obligations, nor shall We be held responsible for the accuracy or completeness of their contents.

Claymore Malta Ltd have a duty and responsibility to ensure that any commercial communications are socially responsible with particular focus on the protection and safeguarding of minors and vulnerable persons. To that extent Claymore Malta Ltd ensure that any commercial communications DO NOT:

1. Portray, condone or encourage behaviour that is criminal or socially irresponsible or could lead to financial, social or emotional harm, or directly or indirectly encourage anti-social or violent behaviour;
2. Suggest that gaming can be a resolution to social, educational, professional or personal problems;
3. Suggest that gaming can be an alternative to employment, a solution to financial concerns or a form of financial investment;
4. Portray gaming as socially attractive or suggest that it can enhance personal and, or professional qualities, for example by improving self-image or self-esteem, or is a way to gain control, superiority, recognition or admiration;
5. Portray gaming in a context of toughness or link it to resilience or recklessness;
6. Portray gaming as indispensable or as taking priority in life, for example over family, friends or professional or educational commitments;
7. Suggest that solitary gaming is preferable to social gaming;
8. Suggest peer pressure to game, or disparage abstention from gaming;
9. Suggest that skill can influence the outcome of a game that is purely a game of chance;
10. Provide false or untruthful information about the chances of winning or expected return from gaming;
11. Exploit cultural beliefs or traditions about gaming or luck;
12. Make reference to instantly available consumer credit services, or any other ways of providing credit to players; and

13. Tarnish the goodwill and privilege that is associated or related in any manner whatsoever to an authorised person or tarnish the image or reputation of another authorised person.

4.6 Good Faith / Ethical Conduct

You will not knowingly benefit from known or suspected traffic which, in the reasonable opinion of iBet, is not generated in good faith, including but not limited to traffic generated via Spam or through the use of Intellectual Property of the Group (notably without limitation the Brand) in conjunction with mobile applications or contrary to these Terms and Conditions, whether or not this actually causes damage to iBet or otherwise. For the avoidance of doubt, this includes undertaking any fraudulent activity whatsoever, including, for separate deals like Cost-Per-Acquisition (CPA), referring players which iBet deems low-value.

4.7 Copying of Sites or Theft of Site Content

If it can be reasonably proven that affiliate earnings have been lost due to an incident of copying theft, We reserve the right to pay revenue generated by the offending affiliate to the aggrieved Party. Complaints in relation to this Clause should be sent to affiliate(at)ibet.com for investigation.

4.8 Your Restrictions

You shall not be entitled to any Commission in relation to any Sub-Affiliate if, in the case that You are a legal person, they are Your employee, director, shareholder or agent or, in the case that You are a natural person, they are Your employee, agent or direct family member.

You shall not earn any Commission on Your own Customer Account nor on the Customer Account/s of Your employees or family members.

4.9 Traffic Generated Through an Unsuitable Medium

Any form of traffic that is generated from any medium that is aimed at children, promotes violence, includes narcotic material, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promotes illegal activities, or violates any Intellectual Property rights, or are otherwise considered by Us to bring iBet into disrepute or prejudice the interests of iBet in any way or is capable of creation of confusion of the customers, is considered unsuitable, and constitutes a serious breach of this Agreement.

It shall be Your sole responsibility to regularly monitor Your networks and traffic sources to ensure full compliance with this Clause at all times.

4.10 Manipulation/Advising Referred Players to the Detriment of iBet

You shall not advise or incentivise Your Referred Players in any manner which would negatively affect the profitability of the affiliate relationship between You and ibet. Prohibited activities include but are not limited to advising Referred Players about ways in which ibet' Products could be abused or manipulated.

4.11 Confidential Information

Except as otherwise provided in this Agreement, or except within the Group, or with the consent of any other Parties hereto, all Parties agree that all information, including, but not limited to, the terms of this Agreement, business information and technology concerning Us or You, respectively, or any of Our Affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilised, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its Affiliates. During the term of this Agreement, You may be entrusted with Confidential Information relating to the business, operations, or underlying technology of iBet and/ or the Affiliate Program (including, for example, Commission earned by You under the Affiliate Program). You agree to avoid disclosure or unauthorised use of the Confidential Information to third persons or outside Parties unless You have Our prior written consent and that You will use the Confidential Information only for the purposes necessary to further the purposes of this Agreement. Your obligations with respect to Confidential Information shall survive the termination of this Agreement.

4.12 Data Protection and Privacy

You understand and agree that for the purpose and in terms of this Agreement, shall not, whether for Direct Marketing or otherwise process any personal data on behalf of any company belonging to the Group. In the light of the foregoing, with respect to any data that you process, as such process is to be deemed completely out of the scope of this agreement, you solely determine the purpose and means of processing and therefore you are in terms of Applicable Laws considered a controller of personal data and that You shall be solely responsible for any shall ensure its full compliance with, inter alia, all legislation, obligations and requests, by any authority in accordance with applicable EU data protection legislation or any legislation the jurisdiction in which You and iBet are domiciled or operate in. For the avoidance of doubt, iBet and the Group shall not, under any circumstances, be considered a controller or a processor of personal data respectively for the purposes of this Clause and/or this Agreement.

You warrant that You will cooperate with iBet fully and promptly in the event the iBet requests information on Your data protection practices and You agree that iBet may monitor such data protection practices to ensure compliance with applicable data protection legislation.

You shall make clear to any users Your website, or any other website that is used by You in conjunction with this Agreement, that third parties, including iBet, may be placing and reading cookies on the user's browser or placing web beacons to collect information. You shall obtain the respective user's informed consent to the use of such third party cookies and post a prominent link to its privacy/cookie policy which shall provide detailed information about third party cookies and an explanation as to how these can be disabled (for example, by providing information about how users can customise cookie settings in browsers). You warrant full compliance, throughout the term of this Agreement with any cookie – related laws that may be applicable.

4.13 Anti-Money Laundering

You may not directly or indirectly benefit from, or be a party to, any money laundering or related illegal activities. It is recorded that some jurisdictions in which We operate have strict laws on money laundering that may impose an obligation upon Us to report You to the federal or local authorities within such jurisdictions if We know, suspect or have reason to suspect that any transactions in which You are directly or indirectly involved, amongst other things, involve funds derived from illegal activities or are intended to conceal funds derived from illegal activities or involve the use of the ibet Affiliate Program to facilitate criminal activity.

You shall comply fully and promptly with any anti-money laundering related requests as may be required from You by ibet.

4.14. “Limitations on Advertising”

The following shall be strictly prohibited:

You may not place digital advertisements on websites providing unauthorised access to copyrighted content or otherwise infringing any intellectual property of third Parties.

4.15 Trademark Infringements

You acknowledge that Group has registered trademarks in relation to the Brand and agree that You shall not infringe or threaten to infringe, or carry out any unauthorised use of the Brand, the Products, or any other Intellectual Property of the

1. use of domain names (SLD) or brand names that are similar to the Brand and/or iBet, iBet Casino, and/or variations thereof or words that are confusingly similar, or
2. any bid made by You to any Internet search engine or mobile application on keywords including without limitation, Brand, iBet, or iBet Casino trademarks, and/or variations thereof or words that are confusingly similar, or
3. use of the Brand, and/or iBet, iBet Casino and/or variations thereof or words that are confusingly similar as a name of a mobile application or name of the developer/operator of the mobile application Group during the term of this Agreement or thereafter.

In the event of a breach of this Clause, We will be entitled to exercise all means available to enforce or defend Our rights with respect in any given territory, and You shall fully comply with Our requests immediately and without delay.

4.16 Limitations on URLs

The use of iBet brand names, including without limitation iBet, iBet Casino, trademarks or any variation of these names or any use of any words that are confusingly similar, in affiliate URLs is restricted and prohibited. Our Brand name may not be used in a derivative URL or Subdomain. For example:

www.Yoursite.com/ibet.html – Allowed

ibet.yoursite.com – NOT Allowed

<http://www.yoursiteibet.com/> – NOT Allowed

<http://www.ibetyoursite.com/> – NOT Allowed

4.17 Restricted Territories

Affiliate marketing efforts may not be directed at any person who is resident in any jurisdiction where their participation in online gambling would be in conflict with Applicable Law, for example, the United States of America and its dependencies. In this regard, it is the sole responsibility of you, the Affiliate, to understand and comply with all Applicable Laws in all the jurisdictions where your Affiliate Sites are accessible and from where Referred Players may originate.

We further cannot accept any traffic coming from .nl sites, third party marketing specifically for The Netherlands and/or any marketing activities in Dutch.

We reserve the right to update this list at any time and to take legal measures against You should You advertise ibet to any individuals within the aforementioned jurisdictions.

4.18 Restricted Terms

The use of the term ‘Rakeback’ or similar when promoting Our Products and services is prohibited.

4.19 Information Security

You are obliged to abide by the iBet Information Security Policy at all times.

5.0 Affiliate Deal Payment Models

Please refer to Your account on MyAffiliates for specific information regarding Your payment model, and the relevant terms below for specific guidance relating to Revenue Share, CPA, or Hybrid Deals, as may be applicable.

5.1 Terms Applicable to Revenue Share Deals

Under the Revenue Share Deal, You will receive a payment based on income generated by Your Referred Players, based on the model outlined below.

We reserve the right to change such model at any time and without notice.

As a default deal, if nothing else is agreed we offer 30% Revenue Share

Revenue share is paid out as a percentage of Net Revenue.

In the case of Network affiliates (i.e affiliates requiring more than 2 accounts), we reserve the right to deduct an additional 7.5% fee from NGR.

5.2 Terms Applicable to CPA Deals

Under any CPA Deal, You will receive a predetermined amount for each Referred Player, as agreed with the Affiliate. There shall be no revenue share component under this model.

We reserve the right to change the CPA Deal at any time without notice.

Unless agreed otherwise between the Parties in writing, the first fifty (50) Referred Players under the CPA Deal are to be seen as a test phase in which iBet will assess the quality of the Referred Players. After the test phase has been completed, iBet shall, in its sole discretion, determine whether to continue the campaign, amend pricing, or renegotiate the volumes and/or CPA amounts, based on the results obtained in the testing phase.

5.3 Terms applicable to Hybrid Deals

Under any Hybrid Deal, Your payment will contain elements of both a Revenue Share Deal and a CPA Deal, based on the models outlined above.

For the avoidance of doubt, the terms applicable to Revenue Share Deals as outlined in Clause 5.1 and the terms applicable to the CPA Deals as outlined in Clause 5.2 shall also apply to Hybrid Deals.

5.4 Commission Payments

Payment shall be made by Us to You by Bank Wire Transfer.

Minum payout via Bank Wire Transfer is €250

Your bank account must be able to receive euro amounts.

Should You fail to register a valid payment method and full correct details upon acceptance of these Terms and Conditions, iBet will not contact You to inform You to update Your details. Please contact [affiliate\(at\)ibet.com](mailto:affiliate(at)ibet.com) in case you experience any issues with registering a payment method.

We shall not be liable to You in any manner whatsoever for late payments due to technical, third party or any other unforeseen events arising although we endeavor to process the Commission earned by You in the previous calendar month by the 15th of the following month.

5.5 Cross-Tracking

iBet will endeavour to make sure all Referred Players are cross-tracked to Products that You have chosen to promote, should a Referred Player choose to play a product other than the Product advertised.

6.0 Term and Termination

6.1 Term

The term of this Agreement will commence on approval of Your registration by ibet in accordance with Clause 1 and shall continue until terminated on notice by either Party.

6.2 Termination

Notice of termination shall be given in writing by either Party to the other at any time. For the purposes of notification of termination, delivery via e-mail will be considered as a written and immediate form of notification and the Agreement shall accordingly terminate with immediate effect.

We reserve the right to terminate this Agreement immediately upon any breach of this Agreement by You or Your Affiliate Network.

For the avoidance of doubt, in the event of multiple accounts being held by You, We reserve the right to terminate each account separately, or to exercise any termination right which emerges in relation to one account against other accounts, at Our sole discretion.

6.3 Consequences of Termination

In the event of termination of this Agreement for any reason:

You will return to Us any Confidential information and/ or Customer Information, and all copies of it in Your possession, custody and control and will cease all uses of any Licensed IP. You will take immediate steps to transfer ownership to iBet of any derivative URL established by You, at a cost to iBet not exceeding that incurred by You in registering the derivative URL, but not the costs incurred in developing the derivative URL. You and iBet and our electronic cash provider, suppliers, contractors, agents, their directors, officers, employees, and representatives shall be released from all obligations and liabilities to each other occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination, as set out in this Agreement. Termination will not exculpate You from any liability arising from any breach of this Agreement, that occurred prior to termination and shall not affect or limit in any way Our rights pursuant to the Clause 10.1. You will only be entitled to unpaid Commission (if any) earned by You on or prior to the date of termination. However, if You have committed a breach of this Agreement, You shall not be entitled to any unpaid Commission generated after the breach occurred, irrespective of whether this Agreement has been terminated or otherwise, until such breach is remedied. You will not be entitled to any revenue generated after the date of termination. ibet may withhold the final payment for up to three months to ensure that the correct amount has been calculated and paid. If We continue to permit activity (generation of revenue) from Customers after termination, this shall not and shall not be construed to constitute a continuation or renewal of this agreement or a waiver of termination.

7.0 Relationship of Parties

We are independent contractors, and nothing in this Agreement will create any legal partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. You shall have no authority to make or accept any offers or

representations on Our behalf. You shall not make any statement, whether on Your site or otherwise, that conflicts with this Clause 10.1.

For the avoidance of doubt, You shall be solely responsible for the actions of Your Affiliate Networks and for monitoring Your Affiliate Networks to ensure compliance with the terms of this Agreement. You shall be held solely responsible for a breach of the terms of this Agreement by Your Affiliate Network, and We shall be entitled to take any action against You, without limitation, available under this Agreement in respect of such breach.

8.0 Local legislation

You will not be treated as an employee with respect to the Employment & Industrial Relations Act (Cap. 452) or any other statute, ordinance, rule, or regulation of any country whatsoever similar in purpose to the aforementioned Act.

9.0 Representation of iBet

You shall not make any claims, representations, or warranties in connection with iBet and You shall have no authority to, and shall not, bind Us to any obligations outside of this Agreement, unless agreed to in writing by iBet.

10.0 Indemnity, Disclaimers and Limitation of Liability

10.1 Indemnity

You shall defend, indemnify, and hold iBet and Our electronic cash providers, suppliers, contractors, agents, their directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with

- any breach by You of any warranty, representation, or agreement contained in this Agreement,
- the performance of Your duties and obligations under this Agreement,
- Your negligence, or
- any injury caused directly or indirectly by Your negligent or intentional acts or omissions, or the unauthorised use of Our banners, copies and link or this Affiliate Program;
- all claims, damages, and expenses (including, and without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of Your site;
- any proceedings, penalties or sanctions imposed by the relevant authorities as well as any costs and expenses of legal representation, attorney's fees; incurred in relation, arising out of or result from any breach or non-compliance, non-performance of this Agreement or any part thereof, or non-compliance with Applicable Law.

10.2 Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Program, iBet or payment arrangements (including, without limitation, their functionality, warranties of fitness, Product-ability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, We make no representation that the operation of Our site (including service and tracking) will be uninterrupted or error-free. We will not be liable for the consequences of any such interruptions or errors.

10.3 Limitation of Liability

Your liability, whether under contract, tort or otherwise (including any liability for negligent act or omission), shall not be in any manner excluded or limited and shall include, without limitation, also any liability for any indirect and consequential damages incurred by Us or the Group including loss of profits, revenue, business, contracts, anticipated savings.

For the avoidance of doubt, You shall be solely liable towards Us for breaches of this Agreement by Your Affiliate Networks.

We will not be liable for direct, indirect, special, punitive or consequential damages or for any loss, of any nature whatsoever, arising from or in connection with this Agreement or the Affiliate Program, even if We have been advised of the possibility of such damages.

Further, Our aggregate liability arising with respect to this Agreement and the Program shall not exceed 10% of the total Commission paid or payable by Us to You in the previous 6 months from when the respective breach occurred under this Agreement.

Our obligations under this Agreement do not constitute personal obligations of Our directors, officers, consultants, agents or shareholders. Any liability arising under this Agreement shall be satisfied solely from the Commission generated and is limited to direct damages.

10.4 Remedies

Our rights and remedies in these Terms and Conditions shall not be mutually exclusive, i.e., the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision.

You acknowledge that We may, without prejudice to any other right available,

1. immediately suspend Your membership of the Affiliate Program; and/ or
 2. in Our absolute discretion, not pay You any funds due to You as Commission.
- if You have committed a breach of this Agreement, or if We are not satisfied with the information You are required to provide to us in terms of Clauses 4.2, 4.12 and 4.13.

Additionally, Your account is not active or generating profit through Fee payments, We shall have the right to demand payment of the Penalty as well as any additional payment from You

We further reserve the right to report You to the relevant authorities should We, in Our absolute discretion, determine that We are obliged, to do so in compliance with Applicable Law.

You acknowledge, that damages or a Penalty may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision of this Agreement, the respective rights and obligations of the Parties may be enforceable by specific performance, injunction, or other equitable remedy.

Nothing contained in this Agreement shall limit or affect any of Our rights at law, or otherwise, for a breach or threatened breach of any provision of this Agreement, it being the intent of this provision to make clear that the enforcement of Our respective rights and obligations shall not be limited in any way.

The rights and remedies outlined in this Clause, and in these Terms and Conditions, may be exercised against any or all of Your multiple accounts in Our sole discretion.

11.0 Governing Law and Jurisdiction

This Agreement will be governed by the laws of Malta. The MGA in Malta has licensed Claymore Malta Ltd, the operator of iBet, under the provisions of the Gaming Act (2018), the Regulations and Directives, and any subsequent or complementary legislation applicable in Malta.

Any disputes arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the Arbitration Act (Chapter 387 of the Laws of Malta) as presently in force, and the Rules of the Malta Arbitration Centre or any other competent courts and/or tribunals in Malta. The language of the proceedings shall be English and the arbitration shall take place in Malta.

12.0 Mutual Support

Both Parties shall give each other their mutual support in the giving of effect to the spirit, purpose and object of this Agreement.

You shall comply with, inter alia, all legislation, obligations and requests, as required by iBet or by any authority in accordance with applicable legislation in the jurisdiction in which You or iBet are domiciled or operate in.

You warrant that You will cooperate with iBet fully and promptly in the event the iBet requests information on Your practices and You agree that iBet may monitor such practices to ensure compliance with applicable legislation. Should iBet discover non-compliance with any applicable legislation, iBet reserves the right to take any action which it deems necessary, including but not limited to terminating this Agreement with immediate effect, immediate closure of Your account and withholding all funds due to You. You agree to indemnify iBet for any damages suffered as a result of a breach of this Clause and this Agreement and iBet further reserves the right to take any action to which it may be entitled, in the event that it suffers any damage whatsoever due to Your non-compliance with this Clause or this Agreement.

13.0 Third Parties

Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement. For the avoidance of doubt, this Clause shall not apply to Affiliate Networks.

14.0 Assignability and Inurement

You may not assign this Agreement, by operation of law or otherwise, without Our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against You and Us and Your and Our respective successors and assigns.

15.0 Non-Waiver

Our failure to enforce Your strict performance of any provision of this Agreement will not constitute nor be construed as a waiver of Our right to subsequently enforce such provision or any other provision of this Agreement.

16.0 Severability/Waiver

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.