

Please read and understand BETSHOP Affiliate Program's terms and conditions (the "Agreement"). By **continuing** with your application to join our affiliate program, you are agreeing to the terms and conditions of this Agreement. The agreement is subject to our approval of your application. In order to make an application to join our affiliate program, you must be the owner of, or acting on behalf of the owner of, the website that is signing up for this affiliate program. If you do not agree with this Agreement or are not authorized to do so, you may not join the program and you should discontinue your application.

1. Who We Are and This Agreement

1.1 This Agreement sets out the terms and conditions between B2B Gaming Services Ltd and/or Betshop.gr (together "BETSHOP", "we", "us" or "our" as applicable) and you in relation to your application to set up an affiliate account (and membership of the affiliate program if your application is deemed successful) to promote the "betshop.gr" site (or certain of our sites, depending on the products you are signed up to promote) by the creation of internet hyperlinks and other promotional links such as banners (the "Links") from your website(s) (your "Site") or from your promotional emails (which we have pre-approved) to the BETSHOP Sites.

1.2 BETSHOP shall be entitled to exercise any of its rights or fulfil any of its obligations hereunder (including without limitation its payment obligations pursuant to Clause 5) through any company within the "B2B Gaming Service Ltd company".

1.3 This Agreement supersedes all previous terms and conditions for our affiliate program.

1.4 We reserve the right to change any part of this Agreement at any time. Where possible, notice of any material changes will be sent to the last email address provided by you to us in advance of such changes becoming effective but it is ultimately your responsibility to check these terms and conditions regularly and we reserve the right to amend this Agreement at any time. Your continued participation in our affiliate program after we have posted the changes will constitute binding acceptance of such changes. The latest modification of the Agreement will be as per the date stated at the top of this Agreement so please check this page regularly for updates.

2. Acceptance

2.1 By filling in the application form and ticking the check box you are requesting membership to our affiliate program and are agreeing to the terms and conditions of this Agreement. The application form will form an integral part of this Agreement.

2.2 We will in our sole discretion determine whether or not your application has been successful. Our decision is final and is not open to appeal.

2.3 We will notify you by email if your application has been successful with instructions as to what you must do to include the Links on your Site.

3. Promoting the BETSHOP Sites

3.1 Throughout the term of this Agreement, you shall:

- a. prominently incorporate and continually display the most up-to-date Links provided to you by BETSHOP on your Site and you shall not alter the form, location or operation of the Links without BETSHOP's prior written consent;
- b. provide BETSHOP at no cost with all data and information (including for example passwords) to enable us to monitor your Site to ensure you are complying with this Agreement;
- c. maintain your Site in an appropriate manner and contact us if you are materially changing design or layout or adding material that you should know, acting reasonably, may influence our opinion as to whether or not you are a suitable affiliate;

- d. not place any Links on pages of your Site aimed at persons under the age of 21 years or otherwise target, whether directly or indirectly, such persons for gambling-related services;
- e. ensure that at all times all marketing activity complies with Clause 3.1(f) and Clause 5.21 and is kept within the boundaries provided in the BETSHOP Brand Guidelines;
- f. limit all online marketing activity to the following approved methods: Online Advertising including Industry Relevant Expertise, Niche Websites, Personal Websites, Comparison Websites, Video Blogs and Web blogs, PPC search campaigns, Loyalty & Reward Sites, RSS Feeds, Opt-in Email Marketing Campaigns (subject to your having the requisite consent to send such marketing communications), and Social Media marketing. You must request permission prior to implementing any method outside of the foregoing. This Agreement sets out the sole and exclusive means by which you may advertise, promote and market our Sites;
- g. make it clear in any communication by you to potential customers that the communication is made without the knowledge or involvement of BETSHOP and that any complaint that the recipient may wish to make should be addressed to you and not BETSHOP; and
- h. comply with all reasonable instructions of BETSHOP in relation to this Agreement.

3.2 Throughout the term of this Agreement, you shall not:

- a. place the Links on websites other than your Site as specified in your application form without BETSHOP's prior written consent;
- b. offer any special benefits or other incentives (including for example any payment) to any person for using the Links on your Site to access the BETSHOP Sites;
- c. read, intercept, copy, record, redirect, interpret, or otherwise interfere with, or fill in the contents of, any electronic form or other materials submitted to us by any third party;
- d. modify any of the Links other than in accordance with this Agreement;
- e. engage in transactions of any kind on the BETSHOP Sites on behalf of any third party;
- f. authorize, assist, or encourage any other person to engage in transactions of any kind on the BETSHOP Sites other than in accordance with this Agreement;
- g. take any action that could cause any third party (end users or otherwise) confusion as to our relationship with you, or as to the site on which any functions or transactions are occurring;
- h. other than providing the Links on your Site in accordance with this Agreement, post or serve any advertisements or promotional content promoting the BETSHOP Sites;
- i. artificially increase (or attempt to so do) monies payable to you by BETSHOP;
- j. attempt to intercept, redirect or otherwise interfere with (including, without limitation, via user-installed software) traffic from or on any website that participates in our affiliate program;
- k. solicit non-member affiliates (termed "sub-affiliates") to distribute offers and claim commission on such activities. You are prohibited from starting a sub-affiliate network using BETSHOP offers and media assets without our express written consent in advance; or
- l. purchase, bid for, register or otherwise acquire keywords, adwords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service which are identical or similar to any of BETSHOP's (or a member of its Group's) intellectual property rights, including without limitation copyrights, trade marks (whether registered or unregistered), brand names, domain names, graphics and designs using by BETSHOP in connection with the BETSHOP Sites. However, this does not extend to the use of metatag keywords on your site which are identical or similar to any of BETSHOP's trade marks or trade names including the term "BETSHOP".

3.3 If we determine, in our sole discretion, that you have breached any of the provisions of Clauses 3.1 or 3.2, we may (without limiting any other rights or remedies available to us) withhold any monies otherwise payable to you under this Agreement and/or terminate this Agreement.

3.4 Neither you nor your direct relatives nor any connected party on your behalf (whether a director, contractor, partner, agent, employee or otherwise) are eligible to become a Customer (as such term is defined in Clause 5.1) and you shall not be entitled to any share of Net Revenue or any other remuneration

from BETSHOP in relation to such persons. Direct relatives in this context shall include your spouse, partner, parent, child or sibling.

3.5 Only one affiliate account is permitted per affiliate. BETSHOP reserves the right to close down any duplicate accounts and to cancel any amounts otherwise due under such accounts.

3.6 BETSHOP shall have the right to examine your site and other materials and information relating to this Agreement and the services provided hereunder for the purposes of ascertaining your compliance or otherwise with the terms hereof.

3.7 You will not market or promote any Site within or to persons from any Restricted Territories; or be involved in any traffic coming from any Restricted Territories; or allow, assist or encourage circumvention of any restriction put in place by BETSHOP and/or any Site in connection with Restricted Territories. "Restricted Territories" include the territories indicated in the list available on the BETSHOP website under the link "Restricted Territories", which may be changed by BETSHOP from time to time. It is the Affiliate's duty to consult and regularly check this list regarding any changes. If we determine, in our sole discretion, that you have breached this Clause 3.7, we may (without limiting any other rights or remedies available to us) withhold any monies otherwise payable to you under this Agreement and/or terminate this Agreement.

4. BETSHOP's Obligations

4.1 BETSHOP will provide you with the Links in various formats (e.g. flash, animated gif and text formats). The Links will include a unique affiliate ID in order to identify and track customers referred by your site.

4.2 Subject to your complying with all of the terms of this Agreement, BETSHOP shall use all reasonable endeavors to ensure that whenever a Customer links to the BETSHOP Sites through the Links and subsequently places a bet with BETSHOP, the relevant customer is identified as originating from your Site. However, BETSHOP shall not be liable to you in any way if BETSHOP is unable to identify a Customer as originating from your Site. You should note in particular that if you do not comply with the requirement to obtain consent to tracking, or where an end user refuses to grant such consent, or where you fail to comply with any other applicable laws including in relation to data privacy and security, we shall not be liable to you in any way in respect of the actions of that end user or Customer.

4.3 Where you provide BETSHOP with personal data, BETSHOP will comply with its obligations under the Data Protection Acts 1988 and 2003, as amended, and the European Union's ePrivacy Directives (Directive 2002/58/EC, as amended by Directive 2006/24/EC and Directive 2009/136/EC and any subsequent amendments).

5. Payments, Money Laundering, & Your Identity

5.1 In this Clause 5 the following words shall have the following meanings:

"Net Revenues" shall mean all monies played through the applicable BETSHOP Sites during the term of the Agreement less all of the following:

- a. monies paid out to Customers as winnings;
- b. charges levied by electronic payment or credit card organizations;
- c. bad debts;
- d. monies attributable to fraud;
- e. returned stakes;
- f. provisions for transactions which are reversed by instruction from the card-holder's bank (commonly referred to as charge-backs);
- g. the cost of bonuses, 'free bets' or 'free chips' provided to Customers as a promotional or marketing activity; (i) refunds given to Customers; and

"Customers" shall mean visitors from your Site who enter the BETSHOP Site via the Links and who register (to include the provision of a valid email address and such other information as BETSHOP may require) and open an account with BETSHOP and where such visitor complies with the terms and conditions of the

BETSHOP Site and places a bet with BETSHOP or any of its partners on the particular product or service the subject of our agreement with you. For the avoidance of doubt it shall exclude any end user that is at that time an existing or previous customer of BETSHOP.

5.2 BETSHOP shall pay you (in accordance with the provisions of Clause 5.6) the currently published percentage (as detailed on the commission page of your BETSHOP Affiliate account) of Net Revenues received during the term of the Agreement in connection with any applicable BETSHOP Site. For the avoidance of doubt, you shall not be entitled to any revenue share in respect of revenues generated by Customers following the termination of this Agreement.

5.3 Other target-based payments may be introduced by BETSHOP from time to time in relation to some or all of the BETSHOP Sites either in addition to or in place of the above Net Revenue based payment. Any such payments will be detailed on the commission page of your BETSHOP Affiliate account. BETSHOP reserves the right to make changes to your commission page, including to the levels of commission due to you, and any such changes shall take effect immediately on their being changed in your commission page.

5.4 BETSHOP has the right to reduce the revenue share of affiliates, or to terminate this Agreement and remove such affiliates, who do not deliver at least one new depositor in a given calendar month and a total deposit in a month of minimum 75euro. We will notify you by email where such a reduction or termination will occur. Accounts that are inactive for a long period (e.g. where you have failed to deliver at least one new Customer in the last three months) may also incur an administrative fee but no such administrative fee will be deducted from your account prior to our having made reasonable efforts to contact you via the contact details last provided by you to BETSHOP. The administrative fee will be applied against the payments (including future payments) that would otherwise be payable to you. If you have any queries regarding inactive accounts, please contact us for further information.

5.5 BETSHOP shall provide you with statements accessible via betshop.gr detailing the number of Customers and the revenues generated from those Customers, if any, which have accrued to you over the course of the previous calendar month. At the end of a calendar month, BETSHOP shall record your total share of Net Revenues, if any, during the previous calendar month. In the event that a revenue share in any calendar month is a negative amount, BETSHOP shall be entitled but not obliged to carry forward and set off such negative amount against future revenue shares which would otherwise be payable to you. However, BETSHOP shall also be entitled but not obliged to zero the negative balance that would otherwise be carried forward. If a revenue share does not exceed €100, or currency equivalent, BETSHOP shall be entitled to withhold and carry forward such sum until the end of the first calendar month in which the revenue share (including any sum carried forward) exceeds €100, or currency equivalent, at which time payment shall be made in accordance with Clause 5.10. For the avoidance of doubt, you will only receive a payout when there is a positive balance and it is greater than €100, or currency equivalent, in any given month.

5.6 You agree that you must raise sales invoices for the transactions covered by this Agreement until this Agreement terminates in accordance with Clause 12. You will have to send the sale invoice to BETSHOP prior receiving the payment of the relevant revenue share payable to you.

5.7 You will notify BETSHOP immediately if you:

- a. change your VAT status including if you become VAT registered or if your VAT registration number changes;
- b. cease to be VAT registered; or
- c. sell your business, or part of your business.

5.8 You agree to notify BETSHOP within 14 days of issue of the invoice if there are any errors on the invoice and payment due or received.

5.9 You agree that the VAT (if applicable) shown on the invoice for the transactions covered by this Agreement is your output tax due to the relevant tax authority.

5.10 Unless otherwise agreed in writing, at the end of a calendar month, the relevant revenue share payable by BETSHOP to you shall be automatically raised and paid out (in accordance with Clause 5.5 and 5.6) within 30 days of the end of the relevant calendar month if invoice is received. Such revenue share shall be paid in Euro, inclusive of VAT if applicable.

5.11 You shall indemnify Betshop on demand and hold harmless us from and against any and all losses, demands, claims, damages, costs, expenses (including, but not limited to, consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by BETSHOP in consequence of any breach by you of this Clause 5.11 or as a result of your VAT status being different from that notified to us.

5.12 BETSHOP may engage the services of a third party to provide both the affiliate platform and system maintenance. We have service levels in place and expect these to be upheld but ultimately we do not have total control over these services and therefore cannot be held responsible for any failures arising from such third party services. You shall cooperate with us, and to the extent necessary our third party service providers, to give effect to the terms and spirit of this Agreement.

5.13 We shall make reasonable efforts to make any payments due to you in a timely fashion. However, we shall not be liable for occasional delays or delays outside of our control. For example, any changes in the contact or banking details provided by you may give rise to a delay of up to 60 days in making any payments due. Where you become aware of any overdue payments due to you, please contact us immediately and we will seek to resolve the matter as soon as possible.

5.14 We shall use reasonable endeavors to make payments due to you using the payment details provided to us. However, in certain circumstances we may be unable to make payments to you for reasons outside of our control (for example where the bank account details provided are inaccurate or incomplete). Where this occurs, we shall make reasonable efforts for a period of up to six (6) months to contact you via the contact details last provided by you to BETSHOP to obtain alternative payment details. If we are still not in a position to make the payments after this period, we may close or suspend your account without further notice and you shall be deemed to have forfeited any entitlement to payment.

5.15 If an error is made in the calculation of your share of the revenue share, BETSHOP reserves the right to correct such calculation at any time and to reclaim from you any overpayment made by BETSHOP to you (including, without limitation, by way of reducing future payments which might otherwise be due to you from us from time to time).

5.16 It is the policy of BETSHOP to actively prevent, to the extent within its control, money-laundering and any activities that facilitate money-laundering or funding of terrorist or criminal activities. BETSHOP reserves the right to attempt to verify your identity through the information provided by you, by obtaining information from public sources or by such other means as it reasonably deems necessary.

5.17 You shall provide us with any supporting documents (e.g. any or all of the following for individuals: valid passport copy; valid driving licence copy; a copy of a utility bill; a bank statement, or in the case of a corporation: a copy of the company's certificate of incorporation; constitutional documentation; information regarding the identity of the beneficial owner of the company and the identity of the directors of the company) requested by us and you understand that payments may be delayed if supporting documents are not provided.

5.18 You warrant and represent that you shall at all times:

- a. comply with all laws, rules and regulations which are applicable to your compliance with our obligations in this Agreement;

- b. comply with the Data Protection Acts 1988 and 2003, as amended, and the European Union's ePrivacy Directives (Directive 2002/58/EC, as amended by Directive 2006/24/EC and Directive 2009/136/EC and any subsequent amendments) and all other applicable data privacy rules, laws and regulations anywhere in the world. Under the ePrivacy Directives, information (not just personal data) may not be stored on or retrieved from a person's terminal equipment unless the individual: (i) has been given clear and comprehensive information about why this is being done; and (ii) has given her/his consent. You shall inform users of your Site that tracking technology will be installed on their hard drive if he/she clicks on the Links and shall obtain their consent to such tracking prior to storing or retrieving information from a person's computer, smartphone, mobile phone, tablet or other applicable device. You hereby acknowledge that all data relating to Customers shall be and remain the exclusive property of BETSHOP. It is not anticipated that you will gain access to personal data relating to Customers. However, in the event you do gain access to personal data relating to Customers, such access will be in your capacity as a data processor only and you will be required to enter into a separate data processing agreement with us.
- c. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption;
- d. not engage in any activity, practice or conduct which would constitute an offence;
- e. comply with any related policies or guidelines as directed by BETSHOP from time to time (" Relevant Policies");
- f. have and shall maintain in place throughout the term of this Agreement policies and procedures, including but not limited to adequate procedures to ensure compliance with the Relevant Requirements and Relevant Policies, and will enforce them where appropriate;
- g. promptly report to the BETSHOP any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Agreement; and
- h. upon request and within a reasonable period, you shall certify to BETSHOP in writing compliance with this Clause 5.18. You shall provide such supporting evidence of compliance as BETSHOP may reasonably request.

5.19 Breach of Clause 5.18 shall be deemed a material breach of this Agreement.

5.20 In accordance with the terms of the licence conditions and codes of practice of the MGA of Malta (the "Commission"), BETSHOP is required to ensure that third parties shall, and therefore you undertake to: (a) conduct yourself in so far as you carry out any activities on behalf of BETSHOP as if you were bound by the same licence conditions and subject to the same codes of practice as BETSHOP, including but not limited to assisting BETSHOP in the display of such information and the provision of such links (for example a link to the Commission's website) as may be required by the Commission; (b) comply with any technical standards for remote gambling systems as may be set by the Commission; and (c) provide such information to BETSHOP as it may reasonably require in order to enable BETSHOP to comply with its information reporting and other obligations to the Commission; (d) BETSHOP may immediately terminate this Agreement if, in BETSHOP's reasonable opinion, you are in breach of this Clause 5.20 or have otherwise acted in a manner which is inconsistent with the Commission's licensing objectives.

5.21 You are solely responsible for your own marketing and promotional activities and you shall carry out such activities in a responsible manner, complying with all applicable laws, regulations and advertising codes. In particular you: (a) shall have appropriate privacy and security safeguards in place; and (b) shall comply with your obligations in Clause 5.18(b) and Clause 3.7. You shall immediately comply with BETSHOP's requests in relation to this Clause 5.21. Where you fail to do so, BETSHOP reserves the right to immediately terminate this Agreement.

5.22 For all amounts payable by BETSHOP under or in connection with this Agreement, we may at our discretion determine which entity/entities within the Group shall make payments and in what proportion.

5.23 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties. You shall be accountable to the Revenue

Commissioners, Customs and Excise or such other relevant authorities for all taxation payable on or in respect of payments we make to you and shall indemnify BETSHOP from and against any liability that may be imposed on us in relation to same.

6. Errors

6.1 BETSHOP makes every effort to ensure that no errors are made in the calculation of amounts due to affiliates. However, human, systems' and/or third party error may occasionally result in errors. BETSHOP reserves the right to correct any obvious errors and to void any payments (to include the right to be reimbursed where payments have been made in error) where such have occurred.

6.2 In the case of any blatant errors in payments made (including for example where the payment made is materially different to previous or comparable payments/periods and/or the payment is clearly incorrect, depending on all of the circumstances), the amount paid will be rebalanced at the appropriate rate. Should you be credited in error, it is your responsibility, and you undertake, to notify BETSHOP of the error without delay. You hereby undertake to provide your full cooperation to BETSHOP to correct any such errors, including by way of the return of any over-payments. BETSHOP may set off any payment obligation due to us from you against any future payment obligation owed by us to you under this Agreement.

7. Fraud, Responsible Gambling, Protection of Minors, and the Prevention of Crime

7.1 BETSHOP reserves the right to seek criminal or other sanctions against you if we suspect you have engaged in fraudulent, dishonest or criminal acts and we will disclose such information to the relevant authorities or other relevant third parties as may be necessary in this regard. Fraudulent acts include acts by you which are made in bad faith and/or acts which are intended to defraud BETSHOP.

7.2 BETSHOP aims to make betting a fun and entertaining experience, whilst at the same time taking our responsibilities very seriously. To this end, we strive to:

- a. ensure that gambling is conducted in a verifiably fair and open fashion in order to protect customers;
- b. ensure that, to the greatest extent possible, children and other vulnerable persons are protected;
- c. prevent gambling being or becoming a source of crime or disorder.

7.3 You undertake not to knowingly or negligently, through any act or omission, conflict in any way, or cause BETSHOP to be in conflict in any way, with any of the objectives set out in Clause 7.2.

7.4 BETSHOP reserves the right to immediately suspend or terminate any account it believes such account to be involved in fraud, money-laundering and/or any other form of illegal or suspicious activities, to withhold any amounts due on the account, and to report such details as it reasonably considers are necessary to relevant authorities.

8. Licence to use the Marks

8.1 We hereby grant to you a non-exclusive, non-transferable, revocable licence, solely during the term of this Agreement, to use such BETSHOP intellectual property, including without limitation any logo, trade mark, trade name, design or other similar identifying material owned by or licensed to BETSHOP or a member of its Group (the "Marks") as we make available to you via our online BETSHOP Partners media gallery and via electronic newsletters solely in connection with the display of the Links on your Site or in connection with email promotions including the Marks which we approve in advance.

8.2 This licence cannot be sub-licensed, assigned or otherwise transferred by you without BETSHOP's prior written approval. Your right to use the Marks is limited to and arises only out of this licence to use the Links.

8.3 This licence will be terminated automatically upon the termination of this Agreement for any reason.

8.4 You shall not assert the invalidity, unenforceability, or contest the ownership of the Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our or our licensor's rights in the Marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill (which shall vest exclusively in BETSHOP).

8.5 You shall not register or attempt to register, or be complicit in any third party registering or attempting to register, any trade mark, trade name, logo, or similar identifying material that contain the Marks or are confusingly similar to or are comprised of any of the Marks or any other of our intellectual property rights.

8.6 You undertake not to register or attempt to register or be complicit in or cooperate with any third party registering or attempting to register, any domain name which is similar to any BETSHOP Sites or intellectual property rights (or intellectual property rights belonging to a member of our Group), including (for the avoidance of doubt) any misspellings, other variations of the domain names or other likenesses. Where you breach this Clause 8.6 you will immediately cease use of any such domain and transfer such domain to us or a third party elected by us.

8.7 You undertake to provide all reasonable cooperation with us in protecting the Marks against third party infringement or any other attack.

9. Additional Warranties

9.1 Each party to this Agreement represents and warrants to the other that it has, and will retain throughout the Term all right, title and authority to enter into this Agreement, to grant to the other party the rights and licences granted in this Agreement and to perform all of its obligations under this Agreement.

9.2 You are solely responsible for the operation and content of your Site and you represent, warrant and undertake that your Site shall contain no material which is defamatory, sexually explicit, unlawful, harmful, threatening, obscene, harassing, or racially, ethnically, or otherwise objectionable or discriminatory, violent, politically sensitive or otherwise controversial or in breach of our rights or any third party rights and shall not link to any such material. We shall not be liable for any claims by third parties relating to your Site or any of the products or services associated therewith and you will fully indemnify us in respect of any losses we or any member of our Group suffers (directly or indirectly) in connection with any such claims.

9.3 You warrant and represent that you are of legal age for gambling as determined by relevant legislation in your jurisdiction. Affiliates who are under 21 years of age are not permitted to participate in the affiliate program.

9.4 You warrant and represent that you will not, directly or indirectly: (a) do any act or omission that disparages BETSHOP, a member of its Group of the BETSHOP Sites, or is damaging to the interests, reputation or goodwill of the aforementioned parties and sites; or (b) do any activity that in our reasonable opinion would be deemed unsuitable, inappropriate or fraudulent.

10. Disclaimer

10.1 The BETSHOP Sites and the Links are provided "as is" without any express or implied warranty of any kind, and all warranties including warranties of merchantability, non-infringement of intellectual property rights, fitness for any particular purpose, and of completeness or accuracy of content are hereby excluded to the fullest extent permitted by law. Neither BETSHOP nor any of its licensors gives any warranty that the supply of material and content on, or links to or from, the BETSHOP Sites and/or the Links will be uninterrupted, timely, secure or error free or that they are free of viruses or bugs.

11. Indemnity and Liability

11.1 You shall indemnify BETSHOP on demand and hold us harmless from and against any and all losses, demands, claims, damages, costs, expenses (including, but not limited to, consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by BETSHOP or any member of our Group in consequence of any breach, non-performance or non-observance by you of any of your obligations or warranties under this Agreement.

11.2 Nothing in this Agreement limits or excludes either party's liability for death or personal injury or for breach of any of the indemnities under this Agreement, for which liability shall not be limited.

11.3 We shall not be liable to you in contract, tort, or otherwise (including liability for negligence) for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatever.

11.4 We shall not be liable for any loss or damage that you may suffer because of any act of God; power failure; trade or labor dispute; act, failure or omission of any government or authority; obstruction or failure of telecommunication services or networks; or any other act, omission, delay or failure caused by a third party or otherwise outside of our control.

11.5 The liability of BETSHOP shall not, in any event, exceed the sum of the total monies paid by BETSHOP to you over the 12 month period preceding the date on which any liability accrued.

11.6 In no event shall we be responsible for any claim or dispute between you and any user of your Site.

12. Termination

12.1 This Agreement shall commence (or commenced, in the case of existing affiliates) on the date that BETSHOP notifies (or notified, in the case of existing affiliates) you that your application to join the BETSHOP affiliates program has been successful and shall continue until terminated in accordance with this Clause 12.

12.2 Either party may terminate this Agreement forthwith on written notice if a receiver, examiner or administrator is appointed of the whole or any part of the other party's assets or the other party is struck off the Register of Companies in the jurisdiction where it was incorporated or an order is made or a resolution passed for winding up of the other party (unless such order or resolution is part of a voluntary scheme for the reconstruction or amalgamation of that party as a solvent corporation and the resulting corporation, if a different legal person, undertakes to be bound by this Agreement), if you are subject to bankruptcy proceedings, or if you are subject to any similar process or procedure to those described in this Clause 12.2 in any part of the world.

12.3 BETSHOP may immediately suspend or terminate this Agreement upon notice to you: (a) where you materially breach any term of this Agreement and fail to remedy the breach (if remediable) within the time period specified by BETSHOP to remedy same; (b) in accordance with its rights set out in Clause 3.3, Clause 3.7, Clause 5.20, Clause 5.21 or Clause 7.4; or (c) where you are in breach of any warranty within this Agreement. BETSHOP reserves the right to withhold any amounts due to you in such circumstances (whether or not such amounts are generated by the breach).

12.4 BETSHOP may suspend or terminate this Agreement at its discretion immediately upon notice if it considers that you are for any reason unsuitable to be an affiliate. BETSHOP shall not be required to disclose its reasoning in connection with any such suspension or termination. Where BETSHOP discloses its reasons for such suspension or termination, it may withhold and/or terminate any payments that otherwise may have been due to you.

12.5 Either party may terminate this Agreement on delivery of seven (7) days' prior written notice to the other party.

12.6 Termination of this Agreement shall not prejudice any rights of any party which may have arisen on or before the date of termination.

12.7 Upon termination of this Agreement for any reason, you shall remove all of the Links and any other Marks or content owned, developed, licensed or created by BETSHOP and/or provided to you by BETSHOP in connection with this Agreement from your Site and all rights and licences granted to you in this Agreement shall immediately terminate.

12.8 We shall be entitled to deduct from any payments due and payable to you, any such debts and liabilities due to BETSHOP, if any.

12.9 For the avoidance of doubt, you shall not be entitled to any revenue share in respect of revenues generated by Customers following the termination of this Agreement.

13. General

13.1 This Agreement (including your application form) contains the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings between the parties with respect to its subject matter.

13.2 You shall not assign or sub-contract any of your rights and/or obligations under this Agreement without BETSHOP's prior written consent.

13.3 No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.

13.4 If any provision of this Agreement is held to be void or unenforceable in whole or part, the impugned provision (or part thereof) shall be deemed to be deleted from this Agreement and the remaining provisions (including the remainder of the affected provision) shall continue to be valid and applicable.

13.5 Any notice given or made under this Agreement to BETSHOP shall be by email to affiliates@betshop.gr. BETSHOP shall send you any notices given or made under this Agreement to the email address supplied on your application form or such other email address as notified by you to BETSHOP.

13.6 During the term of this Agreement, you may be entrusted with confidential information relating to the business, operations, or underlying technology of BETSHOP and/or the BETSHOP affiliate program. You agree to avoid disclosure or unauthorized use of the confidential information to third persons or outside parties unless you have BETSHOP's prior written consent. You shall use such confidential information only for purposes necessary to further the purposes of this Agreement. Your obligations with regard to confidential information shall survive termination of this Agreement and you shall fully indemnify us for any losses we or any member of our Group suffers (directly or indirectly) in connection with your breach of this Clause 13.6.

13.7 This Agreement shall be governed by and construed in accordance with the laws of Malta and each party submits to the exclusive jurisdiction of the Maltese Courts for the resolution of disputes hereunder.