

Affiliate Agreement

IMPORTANT - READ CAREFULLY BEFORE ACCEPTING THIS AGREEMENT, THEN PRINT AND STORE ALONG WITH ALL CONFIRMATION EMAILS REFLECTING YOUR TRACKERS, FEES AND PAYMENTS.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS YOU SHOULD NOT JOIN OUR AFFILIATE PROGRAM OR (IF YOU HAVE ALREADY JOINED OUR AFFILIATE PROGRAM) EMAIL US AT affiliates@icelotto.com TO TERMINATE THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS REGARDING OUR AFFILIATE PROGRAM OR THIS AGREEMENT PLEASE CONTACT US AT THE SAME EMAIL ADDRESS.

This Affiliate Agreement together with your Affiliate Sign Up Form and any other guidelines or additional terms we provide to you via email or on our Website (together the "**Agreement**") contain the complete terms and conditions that apply to your participation in the IceLotto affiliate program (the "**Affiliate Program**"). Where used in this Agreement, references to: (a) "**You**" "**Your**" and/or "**Affiliate**" mean the individual or entity which applied as an affiliate via the affiliate sign up form as submitted through the Website (the "**Affiliate Sign Up Form**"), and (b) "**We**", "**Our**", "**Us**", the "**Company**" means Hans Management Limited.

1. GENERAL

- 1.1. This Agreement shall govern our relationship with You in relation to the Affiliate Program and modifies, replaces and supersedes the previous version of Our Affiliate Program.
- 1.2. When You indicate Your acceptance of these terms and conditions on the Affiliate Sign Up Form, You agree to be bound by all the terms and conditions set out in this Agreement (as amended or modified from time to time in accordance with Section 1.3 below).
- 1.3. We may modify any of the terms of this Agreement at any time, in Our sole discretion, by posting the new version of the Agreement on the Website. Any such modification will take effect immediately after posting the new version on the Website. It is Your responsibility to visit the Website frequently to make sure You are up to date with the latest version of the Agreement and its provisions. If any modification is unacceptable to You, Your only recourse is to terminate this Agreement. Your continued participation in the Affiliate Program following such modification will be deemed binding acceptance of the modification.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, references to the following words shall have the meanings set out below:

- 2.1. "**Account**" means a uniquely assigned account that is created for a Customer with the Company or when the Customer successfully registers with the Company via a Tracker (provided the Customer did not have an account with the Company beforehand) and makes the initial minimum deposit with, and the minimum payments to, the Company.

- 2.2. "**Affiliate Fee**" is the amount due and payable to You, as calculated based solely on Our system's data and in accordance with the terms of this Agreement, the Affiliate Sign Up Form and the fees and payments terms set forth in the Website (as may be changed from time to time by Us in Our sole discretion).
- 2.3. "**Affiliate Sign Up Form**" means the form provided on the Website. For the avoidance of doubt, it is hereby clarified that the Affiliate Sign Up Form does not constitute a valid proposal to enter into contractual arrangements, and thus the Affiliate Sign Up Form will constitute a binding agreement only after it is executed by You and Us; therefore, Your execution of the Affiliate Sign Up Form does not constitute a binding agreement.
- 2.4. "**Customer**" means any person who has opened an Account through Your Tracker who has not held an Account with the Company before, makes the initial minimum deposit with, and the minimum payments to, the Company.
- 2.5. "**Marketing Materials**" means banners and text links (which include Trackers) that You may use to connect Customer to the Website and any other marketing materials that You use in connection with this Agreement.
- 2.6. "**Restricted Territories**" means Israel, as well as any US State in respect of an interstate activity.
- 2.7. "**Spam**" means any email or other electronic communication which You send that markets, promotes, or which otherwise refers to Us and/or which contains any Marketing Materials and/or Trackers and which breaches Our Electronic Marketing Rules set forth in Section 5 below.
- 2.8. "**Tracker(s)**" means the unique tracking codes that We provide exclusively to You, through which We track Customers' and potential Customers' activities and calculate Affiliate Fees.
- 2.9. "**Website**" means the website located at the following URL(s) www.icelotto.com; for the avoidance of doubt, any other website will not be considered for the purpose of calculation of Your Affiliate Fee.

3. TERMS & CONDITIONS

- 3.1. You shall provide true and complete information to Us when completing the Affiliate Sign Up Form and promptly update such information if all or any part of it changes. You shall also provide Us with such other information as We may request from time to time.
- 3.2. You shall market to and refer potential Customers to the Website. You will be solely liable for the content and manner of such marketing activities. All such marketing activities must be professional, proper and lawful under applicable rules, regulations or laws (including, but not limited to, any laws relation to the content and nature of any advertising or marketing) and otherwise comply with the terms of this Agreement. You shall not authorize, assist or encourage any third party to:
 - 3.2.1. Place Marketing Materials on any online site or other medium where the content and/or material on such website or medium is libelous,

discriminatory, obscene, unlawful, sexually explicit, pornographic or violent or which is, in Our sole discretion, otherwise unsuitable;

- 3.2.2. Develop and/or implement marketing and/or public relations strategies which have as their direct or indirect objective the targeting of marketing of the Website to any person who is less than 18 years of age (or such higher age of legal consent as may apply in the relevant jurisdiction);
- 3.2.3. Breach any of the provisions of Section 5 below;
- 3.2.4. Use Marketing Materials in a manner that may potentially confuse a Customer or potential Customer (including, but not limited to, using incorrect, inaccurate and/or fraudulent materials);
- 3.2.5. Place Marketing Materials on any online site or other medium, where the content and/or material on such online site or medium: (a) infringes any third party's intellectual property rights; (b) copies or resembles any Website in whole or in part; or (c) disparages Us or otherwise damages Our goodwill or reputation in any way;
- 3.2.6. Read, intercept, modify, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to Us by any person;
- 3.2.7. Alter, redirect or in any way interfere with the operation or accessibility of the Websites or any page thereof;
- 3.2.8. Register as a Customer on behalf of any third party, or authorize or assist (save by promoting the Websites in accordance with this Agreement) any other person to register as a Customer;
- 3.2.9. Take any action that could reasonably cause any person confusion as to Our relationship with You or any third party, or as to the ownership or operation of the Websites or service on which any functions or transactions are occurring;
- 3.2.10. Cause the Websites (or any parts or pages thereof) to open in a visitor's browser other than as a result of the visitor clicking on banners or text links contained in or as part of any Marketing Materials;
- 3.2.11. Attempt to intercept or redirect (including via user-installed software) traffic from or on any website or other place that participates in Our Affiliate Program;
- 3.2.12. Violate the terms of use and any applicable policies of any search engines;
- 3.2.13. Without Our prior consent - attempt to market or promote any of the Websites within territories which are Restricted Territories, attempt to circumvent any restriction which We have put in place to prevent potential Customers from Restricted Territories from signing up as Customers, or attempt to disguise the geographical location of a Customer.

If We determine, in Our sole discretion, that You have engaged in any of the foregoing activities, We may (without limiting any other rights or remedies available to Us) withhold any Affiliate Fees and/or terminate this Agreement immediately.

- 3.3. You shall not modify the Marketing Materials in any way without Our prior written consent. You shall only use the Marketing Materials in accordance with the terms of this Agreement, any guidelines We provide to You on the Website or otherwise from time to time and any applicable laws. CDs and other customized promotional materials provided to You will be at Your cost and deducted from Affiliate Fees. During the term of this Agreement, We grant You a terminable, non-exclusive, non-transferable right to use the Marketing Materials for the sole purpose of fulfilling Your obligations under this Agreement. You may use the Marketing Materials only as long as this Agreement is in effect. Upon termination of this Agreement you will immediately stop using any Marketing Materials. The use of the Marketing Materials is only for promoting the Website, and is not allowed to any other 3rd parties or any other websites.
- 3.4. Trackers are for Your sole use and are not to be assigned to others without Our prior written consent.
- 3.5. You shall not acquire any right to any data relating to the Customers and/or potential Customers.
- 3.6. You acknowledge that the Company owns all intellectual property rights comprised in any and all of the Marketing Materials, the "IceLotto" brand and the Website (the "Marks"). Any use of any trade mark, domain name or trade name which contains, is confusingly similar to or is comprised of the Marks (other than in accordance with the terms of this Agreement) without Our prior written permission shall be unauthorized. By way of example, but without limitation, You may not register or use any of the Marks in any part of any domain name. You agree that any use by You of the Marks inures to Our sole benefit and that You will not obtain any rights in the Marks as a result of such use. You shall not register or attempt to register any trademarks or names that contain, are confusingly similar to or are comprised of the Marks, and You hereby agree to transfer any such registration obtained by You to Us upon demand. You further agree not to attack our ownership of and title to the Marks in any way.
- 3.7. You are expressly forbidden from making contact and corresponding with Customers and/or providing their details to any third party, during the term of this Agreement and at any time after the expiration or termination of this Agreement. If in Our sole discretion You try to or make contact with a Customer, or provide any Customer's details to any third party, We shall be entitled to immediately terminate this Agreement and to indefinitely withhold and seize all Affiliate Fees owing to You at such time.

4. **REPORTS & PAYMENTS**

- 4.1. We will track and report Customers' activity for purposes of calculating Your Affiliate Fees. The form, content and frequency of the reports may vary from time to time in Our sole discretion. Generally, You will receive a monthly report with Your payment indicating the total amount due to You after any deductions or set offs that We are entitled to make under this Agreement. In addition, daily reports will be available online for You to view new Customers per Tracker.
- 4.2. Unless otherwise agreed and subject to the terms of this Agreement and Your full compliance with your obligations hereunder, Affiliate Fees will be paid to You on a calendar month basis, within approximately 30 days following the end of each calendar month, in accordance with the terms of this Agreement and the payment

plan and rates outlined on the Website and/or your Affiliate Sign Up Form, and after any deductions or set offs that We are entitled to make under this Agreement.

- 4.3. Neither You nor Your friends, employees, servants, agents, advisors or relatives are eligible to become Customers and should You or they do so, You will not be eligible to receive the relevant Affiliate Fees. For this purpose, the term "relative" shall mean any of the following: spouse, partner, parent, child or sibling. The number of Customers per individual household computer is strictly limited to one. You shall not register as a Customer or make deposits to any Account (directly or indirectly) through Your Tracker(s) for Your own personal use and/or the use of Your relatives, friends, employees, servants, agents or advisors. Violation of this provision shall entitle Us to terminate this Agreement and to indefinitely withhold and seize all Affiliate Fees owing to You at such time.
- 4.4. Our measurements and calculations in relation to Your Affiliate Fees shall be the sole and authoritative tool and shall not be open to review or appeal; any claim or contest made by You in respect of Our calculations and measurements shall entitle Us to withhold all of Your Affiliate Fees. We shall make relevant figures available to You through the Website. To permit accurate tracking, reporting, and Affiliate Fees accrual, You must ensure that the Trackers are properly formatted throughout the term of this Agreement.
- 4.5. We retain the right to revise, change and amend the Affiliate Fees scheme by which You shall be paid, as well as the Customer qualification criteria as We shall see fit.
- 4.6. We retain the right to review all Affiliate Fees for possible fraud, where such fraud may be on the part of the Customer or on Your part. During the period of time in which We shall review Affiliate Fees for possible fraud, where such review period shall not to exceed 180 days, We shall have the right to withhold any Affiliate Fees accrued in Your favor until such time as the review has been concluded and subject to the conclusions of such review. Any incidence of fraud on Your part constitutes a breach of this Agreement, and We retain full authority to terminate this Agreement immediately in the event of such breach. Further, in the event that We deem that fraud has occurred, either on Your part or on the part of a Customer, You shall not be entitled to receive any Affiliate Fees which have accrued to Your benefit at such time whether such Affiliate Fees were generated through fraud or otherwise. We retain the right to set-off from future Affiliate Fees payable to You any amounts already received by You which can be shown to have been generated by fraud.

For the purpose of this Agreement and by way of example only the term fraud shall include, but shall not be limited to, actual or attempted (i) bonus abuse on the part of a Customer, (ii) the encouragement by You or a third party of bonus abuse on the part of a Customer, (iii) a chargeback executed by a Customer in relation to his/her deposit, (iv) collusion on the part of a Customer with any other Customer, (v) the opening of an Account in breach of the terms of this Agreement, (vi) the offering or providing by You or any third party of any unauthorized incentives (financial or otherwise) to potential Customers, (vii) any attempt by You to artificially increase the Affiliate Fees payable to You, (viii) deposits, revenues or traffic generated through illegal means, and (ix) any other act by You or by a Customer which is reasonably understood to have been committed in bad faith against Us or to defraud Us (as determined by Us in our sole discretion) regardless of whether or not such action has resulted in any type of harm or damage to Us (including without limitation deposits generated on stolen credit cards, collusion, manipulation of the service or system, bonuses or other promotional abuse, and unauthorized use of any third party accounts, copyrights, trademarks and other third party intellectual

property rights (which for the avoidance of doubt includes Our intellectual property rights)).

- 4.7. Notwithstanding anything stated to the contrary in this Agreement, in accordance with the provisions of the Affiliate Program, We will not pay You any Affiliate Fees in relation to Customers from the Restricted Territories.
- 4.8. For the avoidance of doubt, the Affiliate Fees which We shall pay to You shall relate solely to lottery products. We shall have no obligation whatsoever in relation to other or future products or services provided to Customers by Us and/or any of our affiliated entities.
- 4.9. Notwithstanding the foregoing, if for any calendar month the total amount of Affiliate Fees due to You is less than or equal to USD 50, the balance will be carried over and added to the next month's Affiliate Fees until the total amount is more than USD 50. Further, if the amount of Affiliate Fees due is negative in any particular month, then that negative amount will carry over and be deducted against the Affiliate Fees due in following month. In the event that the balance carried over does not exceed USD 50 within a consecutive six (6) month period, then the amount of Affiliate Fees due will be voided and cancelled and this Agreement will automatically terminate.
- 4.10. All payments will be due and payable in United States Dollars or such other currency as We will determine in Our sole discretion. Payment will be made by cheque or wire transfer or any other method as We in our sole discretion decide; however We will use reasonable endeavors to accommodate Your preferred payment method. Any charges in connection with transferring the Affiliate Fees to You will be covered by You and deducted from Your Affiliate Fees. For the avoidance of doubt, We have no liability to pay any currency conversion charges or any charges associated with the transfer of money to Your bank account.
- 4.11. You understand and agree that potential Customers must link using Your Tracker in order for You to receive Affiliate Fees. In no event, are We liable for Your failure to use Trackers. Notwithstanding any other provision herein, We may at any time and in Our sole discretion alter Our tracking system and reporting format.
- 4.12. Without derogating from the provisions of Section 4.4, if You disagree with the monthly reports or amount payable, do NOT accept payment for such amount and immediately send Us written notice of Your dispute. Dispute notices must be received within thirty (30) days of Our making available Your monthly report or Your right to dispute such report or payment will be deemed waived and You shall have no claims in such regard. Further, deposit of payment cheque, acceptance of payment transfer or acceptance of other payment from Us by You will be deemed full and final settlement of Affiliate Fees due for the month indicated. Notwithstanding the foregoing, if any overpayment is made in the calculation of Your Affiliate Fees We reserve the right to correct such calculation at any time and to reclaim from You any overpayment made by Us to You and/or withhold from You Affiliate Fees.
- 4.13. You shall comply with all applicable laws and any policy notified by Us through our Website or otherwise in relation to money laundering and/or the proceeds of crime.
- 4.14. All taxes due in connection with any payments to You are Your sole liability. You are responsible for complying with the rules, if any, for registering for and paying direct and indirect taxes (including, but not limited to, VAT), levies, duties and

charges in respect of Your income from or in relation to this Agreement and for collecting and paying the income tax and social security contributions in respect of Your staff, if You have any staff. For the avoidance of doubt, it is hereby clarified that We will not increase the fees payable as Affiliate Fees due to any tax, levy, duty or charge imposed on the payment of the Affiliate Fees, and all Affiliate Fees are inclusive of any such tax, charge, duty and/or levy.

5. ELECTRONIC MARKETING RULES

If You plan to promote the Website through email marketing, then Your email practices must comply with the following:

- 5.1. You have clear and specific consent from the proposed recipient(s) before You send any such communications. The consent must have been given to You by way of an opt-in consent mechanism. Any such tick box must not be pre-populated;
- 5.2. The communication makes it clear that it is marketing the Website;
- 5.3. If such communication includes any promotional offers (for example, the payment of free tickets to prospective Customers) or any promotional competitions or games, that the promotion, competition or game is clearly identified as such and that any conditions which the prospective Customer must meet in order to qualify for the promotion, competition or game are set out clearly and unambiguously in the communication;
- 5.4. You do not send any such communications to persons under the age of 18 or under the age of legal consent (whichever is higher) in the country of the proposed recipient(s) of any such communication;
- 5.5. You do not use any viral marketing techniques as part of Your electronic marketing activities;
- 5.6. Any such communications only promotes the Website (and not any third parties, third party services and/or third party sites) and shall not include any content other than our Marketing Materials;
- 5.7. You include a true name in the communication in the "From" line of any email and not a sales pitch or marketing message. Any such communication must clearly identify You as the sender of the communication and You shall not falsify or otherwise attempt to hide Your identity;
- 5.8. You do not mislead the recipient(s) with regard to the content and purpose of the communication;
- 5.9. You provide an adequate, functioning and conspicuous "opt-out" or "unsubscribe" option in every communication;
- 5.10. The communication must include a valid address to which the recipient can respond to opt out/unsubscribe of future marketing communications. The reply address must be active for at least thirty days after sending the communication. You also include a physical business address in any such communication;
- 5.11. You honor expeditiously any opt out/unsubscribe request made by any communication recipient. You must not send any further marketing communications

to any person who indicates (by whatever means) that they do not wish to receive any further marketing communications;

- 5.12. You include a link to Your privacy policy in any such communication;
- 5.13. You do not send any such communications to any person who has registered on any applicable register of persons who do not wish to receive any marketing communications; and
- 5.14. You are responsible for ensuring that Your communications practices comply with all applicable laws and codes of practice.

6. TERM AND TERMINATION

- 6.1. This Agreement will take effect when We have accepted Your filled out Affiliate Sign Up Form and continue until terminated in accordance with the terms of this Agreement.
- 6.2. You may terminate this Agreement, with or without cause, immediately upon written notice to us that you may send by email marked "Termination" to affiliates@icelotto.com. For the avoidance of doubt, termination of the Agreement will end your participation in the Affiliate Program as a whole.
- 6.3. We may terminate this Agreement in whole or in part, without cause at any time, upon written notice to You that we may send by email to such email address You have provided to Us. In the event We terminate the Agreement as a whole, We shall be entitled to automatically render any Trackers inoperative. For the avoidance of doubt, on termination of this Agreement for any reason whatsoever, whether by You or by Us, You will no longer receive any Affiliate Fees – even if your Trackers remain operative, unless We have agreed to otherwise. If We terminate a specific Tracker, You will no longer receive any Affiliate Fees through that Tracker, unless We have agreed to otherwise; however, Your remaining Trackers will not be affected.
- 6.4. We may at Our sole discretion and without prejudice to Our further rights and remedies, suspend the Agreement (in whole or in part). During the period of any suspension, We may withhold the payment of any Affiliate Fees that relate to any affected Trackers. Payment of any withheld Affiliate Fees will be made to You within 30 days from lifting of the suspension.
- 6.5. This Agreement shall be deemed automatically terminated without notice where: (a) the total cumulative balance of Affiliate Fees due to You is less than USD 100 for two (2) consecutive calendar months; or (b) you do not have any persons qualifying as Customers for a sixty (60) day period.
- 5.15. Without derogating from the provisions of Sections 3.3 and 6.3, the following will apply upon termination of this Agreement: (a) You shall stop promoting the Website and all rights and licenses given to You under this Agreement will terminate immediately; (b) You shall return all confidential information and cease use of any of Our Marks and the Marketing Materials; (c) We may leave open, redirect or deactivate any Trackers in Our sole discretion without any obligation to pay You for any sum whatsoever for new Customers; (d) We reserve the right to deduct any sums owed to Us from the Affiliate Fees and/or withhold any payments of the Affiliate Fees for a period of 6 (six) months; and (e) We will have no further liability to pay

You any further sums in connection with any Customers, even if these were referred to the Website by You, unless we have agreed to otherwise.

- 6.7. Sections 3.3, 3.5, 3.6, 3.7, 4.5, 4.8, 4.12, 4.14, 6, 7, 8 and 9 and such other provisions as are necessary for the interpretation or enforcement of this Agreement shall survive any termination or expiry of this Agreement.

7. LIABILITIES

- 7.1. WE MAKE NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR OTHERWISE) WITH RESPECT TO THE AFFILIATE PROGRAM, THE WEBSITE OR ANY CONTENT, PRODUCTS OR SERVICES AVAILABLE THEREIN OR RELATED THERETO OR THAT THE WEBSITE, OUR SYSTEM, NETWORK, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO US BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED OR WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF ALL OR ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHERMORE, NEITHER WE (NOR OUR PROVIDERS OR UNDERLYING VENDORS) ARE REQUIRED TO MAINTAIN REDUNDANT SYSTEM(S), NETWORK, SOFTWARE OR HARDWARE.
- 7.2. We may, in our sole discretion, use any available means to block or restrict certain Customers, deposits or play patterns or reject the applications of potential Customers and/or Affiliates so as to reduce the number of fraudulent, unprofitable transactions or for any reason. We do not guarantee, represent or warrant the consistent application and/or success of any fraud prevention efforts.
- 7.3. Our obligations under this Agreement do not constitute personal obligations of the owners, directors, officers, agents, employees, consultants, vendors, suppliers and/or representatives of the Company. Other than as expressly provided in this Agreement, in no event will We be liable for any direct, indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether We have been advised of the possibility of such loss) including any loss of business, revenue, profits or data. Our liability arising under this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall only be for direct damages and shall not exceed the Affiliate Fees generated and payable to You hereunder over the previous twelve months at the time that the event giving rise to the liability arises.
- 7.4. You shall defend, indemnify and hold Us and our owners, directors, officers, agents, employees, consultants, vendors, suppliers and/or representatives harmless on demand from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including reasonable legal fees) resulting or arising from Your breach of this Agreement.
- 7.5. Without prejudice to any other rights or remedies available to Us under this Agreement or otherwise, We shall be entitled to set off any payments otherwise payable by Us to You hereunder, against any liability of You to Us, including any claims We have against You resulting from or arising from, Your breach of this Agreement.

8. INDEPENDENT INVESTIGATION

YOU WARRANT THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF MARKETING THE WEBSITE OR SERVICES AND HAVE AGREED TO THE TERMS OF THIS AGREEMENT AFTER BEING PROVIDED WITH AMPLE OPPORTUNITY TO REVIEW THEM AND CONSULT WITH A LEGAL COUNSEL.

9. MISCELLANEOUS

- 9.1. All notices pertaining to this Agreement will be given by email as follows: to You at the email address provided by You on the Affiliate Sign Up Form (or as subsequently updated by You to Us in the event of change), and to Us at affiliates@icelotto.com. Any notice sent by email shall be deemed received on the earlier of an acknowledgement being received or 24 hours from the time of transmission.
- 9.2. There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between You and Us under this Agreement. Neither party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in this Agreement.
- 9.3. You understand that We may at any time (directly or indirectly), enter into marketing terms with other Affiliates on the same or different terms as those provided to You in this Agreement and that such Affiliates may be similar, and even competitive, to You. You understand that We may re-direct traffic and users from the Website to any other online site that We deem appropriate in Our sole discretion, without any additional compensation to You.
- 9.4. As an Affiliate, You may receive confidential information from Us, including (without limitation) confidential information as to Our marketing plans, marketing concepts, structure and payments. This information is confidential and constitutes Our proprietary trade secrets. You shall not, during the term of this Agreement and at any time after the termination or expiration thereof, disclose this information to third parties or use such information other than for the purposes of this Agreement without Our prior written consent, save as expressly required by law (provided that any such disclosure is only to the extent so required).
- 9.5. You may not issue any press release or other communication to the public with respect to this Agreement, Our Marks or Your participation in this Affiliate Program without Our prior written consent, except as required by law or by any legal or regulatory authority.
- 9.6. Except where You have received Our prior written consent, You may not assign, sub-license or deal in any other manner with this Agreement or any rights under this Agreement, or sub-contract any or all of Your obligations under this Agreement, or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.
- 9.7. This Agreement shall be governed by and construed in accordance with the laws of the British Virgin Islands without giving effect to conflicts of law principles. You irrevocably agree to submit, for the benefit of us, to the exclusive jurisdiction of the courts of the British Virgin Islands, for the settlement of any claim, dispute or matter

arising out of or concerning this Agreement or its enforceability and You waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

- 9.8. Whenever possible, each provision of this Agreement will 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 other provision hereof, and this Agreement would be interpreted so as to give effect, to the greatest extent possible, to this provision.
- 9.9. This Agreement (together with the Affiliate Sign Up Form) embodies the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior agreement or understanding between the parties in relation to such subject matter. Each of the parties acknowledges and agrees that in entering into this Agreement, it has not relied on any statement, representation, guarantee warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.