

**KC Gaming Network Ltd (“ Bet9ja”)**  
**Affiliates Program Terms and Conditions**

**Effective from December 2016**

This Bet9ja Affiliates Program Terms and Conditions (“**Agreement**”) contain the terms and conditions that govern your participation in the Bet9ja Affiliates Program (the “**Program**”). “Bet9ja” means KC Gaming Network Ltd , with its registered office at Tomi’s House, 9 Funsho Williams Avenue, Ojuelegba Surulere Lagos, Nigeria trading as Bet9ja Nigeria

Interpretation

“**You**” or “**your**” means the applicant and/or participant in the Program.

A “**site**” means a website. Bet9ja site means www.Bet9ja.com.

“**Your site**” means any site(s) and software application(s) that you own or operate and link to the Bet9ja site.

“**Sub-affiliate site**” means any site(s) and software application(s) that is owned or operated by any of the Sub-affiliates and links to Bet9ja site via the Link.

“**Sub-affiliate**” means an owner or operator of a site that has been notified to Bet9ja in advance and approved by Bet9ja according to this Agreement.

## **1. Description of the Program**

The purpose of the Program is to permit you to advertise Bet9ja services and products available on Bet9ja site (collectively the “Bet9ja Services”) on your site and the site of any approved Sub-affiliates, and to earn the commission for Acquired Customers’ use of Bet9ja Services as described further in this Agreement. In order to facilitate your advertisement of Bet9ja Services, Bet9ja may make available to you data, images, text, link formats, widgets, approved logos, links and other linking tools, and other information in connection with the Program (the “Links”). Any of the Links provided to you by Bet9ja may be used by you only pursuant to this Agreement.

## **2. Program requirements**

2.1 You must provide accurate information about you in your application to the Program and correctly identify your site. We will evaluate your application and notify you of its acceptance or rejection. We may reject your application and/or suspend and/or terminate your participation in the Program if we determine that your site is unsuitable. “Unsuitable sites” include those sites that:

- (a) promote or contain sexually explicit materials;
- (b) promote violence or contain violent materials;
- (c) promote or contain libellous or defamatory materials;
- (d) promote discrimination, or employ discriminatory practices, based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (e) promote or undertake illegal activities;

(h) violate intellectual property rights of others.

2.2 If at any time during the term of this Agreement you modify your site, you must promptly update your account information.

2.3 You will be allocated an affiliate account upon your approval for participation in the Program and will receive an Affiliate ID once you have been approved for the Program. You must use that Affiliate ID to format Links to ensure any Acquired Customers' use of Bet9ja Services is allocated to your affiliate account. It is your sole responsibility to safeguard the Affiliate ID and to ensure the Affiliate ID is included in the Links placed on your site or the Sub-affiliate site.

2.4 You will have only one account with Bet9ja in connection with your participation in the Program and you will not, nor attempt to, open another account.

2.5 You will ensure that the information in your Program application and otherwise associated with your affiliate account, including your email address and other contact information and identification of your site, is at all times complete, accurate, and up-to-date. We may send notifications (if any), approvals (if any), and other communications relating to the Program and this Agreement to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

2.6 You are solely responsible for any marketing initiatives you and/or any of your Sub-affiliates conduct in relation to your site and/or customers, including, without limitation, compliance of such initiatives with the applicable legal requirements. You will indemnify Bet9ja from any and all claims in relation to such activity in full.

2.7 In the event you fail to generate at least 5 (five) Acquired Customers within the first 3 (three) months from the date of Bet9ja provides you the Affiliate ID, Bet9ja has the right to terminate your participation in the Program at the end of three months term by providing 7 (seven) days' notice.

2.8 By participating in the Programme, you agree that you will comply with the terms of this Agreement at all times and any supporting materials that Bet9ja may make available to you. You will provide Bet9ja with any information that we request to verify your compliance with this Agreement. In addition to any other rights or remedies available to us, we may terminate this Agreement, withhold (and you agree you are not eligible for) any commissions payable to you under this Agreement, or both, if we determine that you or other persons that we determine are affiliated with you have not complied with this Agreement.

2.9 In connection with your participation in the Program you will comply with all applicable laws, rules, regulations, orders, licences, permits, judgments, decisions, guidelines, codes of practice, and other requirements of any governmental authority or self-regulatory body that has jurisdiction over you.

2.10 You hereby consent to Bet9ja to send you emails related to the Program as may be necessary; record, use and disclose information about your site and visitors to your site that we obtain via the Links; crawling and otherwise investigating your site to verify compliance with this Agreement.

### **3. Appointment of Sub-affiliates**

3.1 You will be permitted to appoint Sub-affiliates to place the Links on Sub-affiliates' sites subject to (i) advance notification to Bet9ja of the proposed Sub-affiliate,

(ii) Bet9ja's approval of Sub-affiliate and

(iii) you entering into a written agreement with Sub-affiliates in relation to their use of Links according to the terms Section 4 of this Agreement. You explicitly agree that Bet9ja may withhold the approval of any of Sub-affiliate at its sole discretion and in any event, without limitations, no Sub-affiliate will be accepted by Bet9ja whose site is deemed to qualify as unsuitable site pursuant to the provisions of Section 2 above.

3.2 You cannot authorise any third party to display the Links of their site unless such third party has been notified to and approved by Bet9ja pursuant to Section 3.1 above. Bet9ja has the right to request a copy of the written agreement between you and such third party at any time and you agree to provide such agreement to Bet9ja without undue delay. In your notification to Bet9ja about the third party to be approved by Bet9ja as a Sub-affiliate, you must include accurate information about the proposed third party, including the nature of its business, the site, and contact information. For the avoidance of doubt, this agreement is between you and Bet9ja and Bet9ja will communicate only with you in relation to your participation in the Program. Notwithstanding the foregoing, Bet9ja will have the right to enforce its rights in any of the Link directly with any third party.

3.3 In the event of breach of any of the provisions of Section 3.1 and 3.2 above, Bet9ja has the right to terminate your participation in the Program and this Agreement with immediate effect.

3.4 At any time during your participation in the Program, Bet9ja may require the removal of the Links from your or any Sub-affiliate site, for any reason, and you will ensure compliance with such request within 3 (three) calendar days from the date of receipt of the request. Bet9ja reserves the right to suspend and/or terminate your participation in the Program if you fail to comply with such request.

### **4. Links on Your Site**

4.1 After you have been notified that you have been accepted into the Program, Bet9ja will provide you the Links, at its own cost, that you may display on your site and/or permit the approved Sub-affiliates to display the Links on their site, provided that such Links properly utilize the special "tagged" link formats Bet9ja provides including the Associated ID assigned to you.

4.2 You may use the Links solely for and during participation in the Program and in accordance with this Agreement. You may not alter the Links in any manner, other than to ensure its full functionality, placement and visibility on your site, including the integration of Affiliate ID into the Links. You are solely responsible for the placement of each Link on your site and/or Sub-affiliate site, and for ensuring that it includes the appropriate formatting necessary for us to properly track referrals of customers from your site. Notwithstanding the foregoing, you shall not alter the approved logo in any way including but not limited to, changing the proportion, colour, or font of the logo, or adding or removing any element(s) to or from the logo without Bet9ja's prior written consent.

4.3 You may not use the Links, including the logo, in any way that implies sponsorship or

endorsement by Bet9ja of your site and/or your business, products or services.

4.4 You may not use the Links, including the logo, to disparage Bet9ja, its products or services, or in a manner which, in Bet9ja's sole discretion, may diminish or otherwise damage or tarnish Bet9ja or its goodwill in the Links and/or the logo.

4.5 You acknowledge that all rights, title and interest to and in the Links (including all intellectual and proprietary rights), are the exclusive property of Bet9ja and/or its affiliates, and all goodwill generated through your use of the Links, including the logo, will inure solely to the benefit of Bet9ja or its affiliates.

4.6 The provisions of this Section apply to the use of Links by any Sub-affiliate and Bet9ja reserves the right to enforce its rights in relation to the use of the Links by any Sub-affiliate directly with any Sub-affiliate.

## **5. Responsibility for Your Site**

5.1 You will be solely responsible for your site, including its development, operation, and maintenance and all materials that appear on or within it.

5.2 Bet9ja will have no liability for any of the matters related to your site and/or any Sub-affiliate site, or for any of your and/or Sub-affiliates' end users' claims relating to your site or Sub-affiliate site. You hereby release and will defend, hold harmless, and indemnify Bet9ja, and/or its affiliates, directors, officers, agents, successors and assigns from and against any allegation or claim based on any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable legal fees) arising from any act or omissions by you and/or Sub-affiliate, including without limitation (i) breach of this Agreement; (ii) allegation or claim of negligence, strict liability of wilful misconduct, (iii) your site or any materials that appear on your site, including the combination of your site or those materials with other applications, content, or processes; (iv) the use, development, design, manufacture, production, advertising, promotion, or marketing of your site or any materials that appear on or within your site; (v) your and Sub-affiliates' use of the Links, whether or not such use is authorized by or violates this Agreement or applicable law; and (vi) any third party claim in relation to the use of Links by Sub-affiliate and/or third party use of the Links through the Sub-affiliate site. However, the foregoing does not apply to the extent such claim results from Bet9ja's negligence or wilful misconduct.

## **6. Commissions**

6.1 You may earn commissions only as described in this Section 6 and only with respect to activity of Acquired Customers on Bet9ja site occurring directly through the appropriate Links.

6.2 Bet9ja will pay you 20% (twenty percent) commission of Monthly Net Profit.

**Monthly Net Profit** means the difference between (i) the total Acquired Customers Stakes and (ii) (a) total Acquired Customers Winnings, (b) bonuses paid to Acquired Customers, (c) Chargebacks, and (d) Fraud Traffic, accrued in any given calendar month.

**Acquired Customer** means an individual who (i) clicks through a Link on your site and/or Sub-affiliate site to Bet9ja site, (ii) does not have a valid operating betting account with Bet9ja at the time

of referral to Bet9ja site via a Link and (iii) opens and maintains a valid betting account with Bet9ja.

**Stake** means a sum of money paid by the Acquired Customer to use any of Bet9ja Services including, without limitation, money paid on sports betting, virtual products, casinos and games.

**Chargeback** means the amount of Stake charged back or reversed to your affiliate account if the transaction (a) is disputed by the Acquired Customer, (b) is reversed for any reason by a payment card association, Bet9ja payment processor, (c) was not authorized or Bet9ja has any reason to believe that the transaction was not authorized, or (d) is allegedly unlawful, suspicious, or in violation of the terms of this Agreement.

**Fraud Traffic** means deposits, revenues or traffic generated through illegal means or any other action committed in bad faith to defraud Bet9ja, at Bet9ja's sole discretion, including, without limitation, deposits into Bet9ja betting account generated via stolen cards, misuse or manipulation of the Bet9ja Services or bonuses, creation of false Bet9ja accounts or unauthorised use of third party accounts.

6.3 The commission shall be calculated on the last Monday of each calendar month as the percentage of the Monthly Net Profit accrued by your Acquired Customers in the preceding calendar month. For the avoidance of doubt, the first calendar month shall commence on the date Bet9ja provides Affiliate ID to you.

6.4 Bet9ja will pay you the commission due, if any, on a monthly basis, according to Bet9ja calculations and upon receipt of your invoice.

6.5 We are required by law to apply a Withholding tax (WHT) on any commission payable. This WHT will be removed before a bank transfer is initiated.

6.6. All commission payments will be made in US\$. Should you not hold a US\$ account, on arrival of the transfer your bank is likely to convert to the currency of your account at the prevailing spot rate. Bet9ja accepts no responsibility for any charges relating to this conversion, nor charges your bank may make to receive funds.

6.7 All \$ are purchased from your Naira earnings on the parallel currency market. Bet9ja will do everything possible to purchase at the best rate available, however by joining the affiliate scheme you accept that your earning received represent the best rate available and represent full and final payment of commissions due.

6.8. All affiliate payments are processed manually. Therefore, we will aim to make all payments within 10 days of request.

6.9. Minimum commission credit of US\$500.00 is required before Bet9ja will issue the payment for international affiliates.

## 7. Limited Licence

7.1 Subject to the terms of this Agreement and solely for the limited purposes of participating in the Program, Bet9ja hereby grants you a limited, revocable, non-transferable, non-exclusive, royalty-free

licence to (a) copy and display the Links on your site and on Sub-affiliate site; and (b) use only those of Bet9ja logos that are made available to you as part of Links in accordance with this Agreement.

7.2 Other than the limited licences expressly set forth above, Bet9ja reserves all right, title and interest (including all intellectual property and proprietary rights) in and to, and you do not, by virtue of your participation in the Program or being party to this Agreement, acquire any ownership interest or rights in or to, the Links, any domain name owned or operated by Bet9ja or any of its affiliates, and any other intellectual property and technology that Bet9ja provides or uses in connection with the Program. If you provide to Bet9ja or any of its affiliates with suggestions, reviews, modifications, data, images, text, or other information or content about Bet9ja Services or in connection with this Agreement, or your participation in the Program, or if you modify any Links in any way (collectively “your modifications”) you hereby irrevocably assign to Bet9ja all right, title, and interest in and to your modifications and grant Bet9ja, paid-up royalty-free, non-exclusive, worldwide, irrevocable, freely transferable, for the maximum duration of protection available under applicable law right and licence to use, reproduce, perform, display, adapt, modify, re-format, use, distribute and sub-license your modifications in any manner and for any purpose and to sublicense the foregoing rights to any other person or entity.

## **8. Term and Termination**

8.1 The term of this Agreement will begin upon acceptance of your Program application by Bet9ja and will end when terminated by either you or Bet9ja. Either you or Bet9ja may terminate this Agreement at any time, with or without cause, by giving the other party at least 7 (seven) days’ written notice of termination.

8.2 In addition, Bet9ja may terminate this Agreement immediately at any time upon written notice to you for Cause. “Cause” means any of the following: (a) you are in material breach of this Agreement or you are in minor breach of this Agreement but you do not remedy it within 3(three) days; (b) Bet9ja believes that it may face potential claims or liability in connection with your participation in the Program and/or use of the Links by any Sub-affiliate; (c) Bet9ja believes that its brand or reputation may be tarnished by you or in connection with your participation in the Program and/or use of the Links by any Sub-affiliate; or (d) Bet9ja has terminated the Program.

8.3 Upon any termination of this Agreement, any and all licences you have will automatically terminate and you will immediately stop using and remove from your site, and delete or otherwise destroy all of the Links and Bet9ja logos provided or made available under this Agreement or in connection with the Program and will cause all Sub-affiliates to do the same.

8.4 Bet9ja may withhold accrued unpaid commissions for a reasonable period of time following termination to ensure that the correct amount is paid and/or until your compliance with the provisions of Section 8.3 above.

8.5 Termination of this Agreement will not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

8.6 Without prejudice to the generality of Section 8.5, termination of all or part of this Agreement

shall not affect the continuance in force of the provisions of Sections 2.6, 5, 7.2, 11, 12, 13 and 14.

## **9. Modifications**

9.1 Bet9ja may modify any of the terms and conditions contained in this Agreement, including, without limitation, the commission, at any time in its sole discretion by, at least 7 (seven) days prior to the effective date of the modification, posting a change notice or revised agreement on Bet9ja site. You may during that 7-day period, as your sole recourse, notify us in writing of your objections to the modifications and, if you do so, your account will automatically terminate on the effective date of the modification to which you objected.

9.2 IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT IN WRITING. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF THE MODIFICATION WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE MODIFICATION.

## **10. Relationship of Parties**

You and Bet9ja are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Bet9ja or its affiliates. You will have no authority to make or accept any offers or representations on Bet9ja's or its affiliates' behalf.

## **11. Limitation of Liability**

BET9JA WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM, THE BET9JA SITE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, BET9JA'S AGGREGATE LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM, AND THE BET9JA SITE, WILL NOT EXCEED THE TOTAL ADVERTISING FEES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED.

NOTHING IN THIS AGREEMENT (INCLUDING THE PREVIOUS PARAGRAPH) WILL OPERATE TO EXCLUDE ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER THE APPLICABLE LAW.

## **12. Disclaimers**

THE PROGRAM, THE BET9JA SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE BET9JA SITE, ANY LINKS, LINK FORMATS, CONTENT, BET9JA DOMAIN NAMES AND LOGOS, AND ALL TECHNOLOGY, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF BET9JA OR ITS AFFILIATES OR LICENSORS IN CONNECTION WITH THE PROGRAM ARE PROVIDED "AS IS."

NEITHER BET9JA NOR ANY OF ITS AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH

RESPECT TO THE ABOVE.

NEITHER BET9JA NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES; OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT.

### **13. Governing Law and Disputes**

13.1 The laws of the Federal Republic of Nigeria, without regard to principles of conflicts of laws, will govern this Agreement. Any dispute, conflict or controversy, howsoever arising out of or broadly in connection with or relating to the Program and/or this Agreement, including but not limited to those relating to its validity, its construction or its enforceability, shall be first mandatorily submitted to settlement proceedings under the International Chamber of Commerce Amicable Dispute Resolution Rules (ICC ADR Rules). If the said dispute has not been settled within 60 days after a request for Amicable Dispute Resolution has been submitted under the said ICC ADR Rules, such dispute shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC Arbitration Rules). The ICC Rules' Emergency Arbitrator provisions are excluded. The dispute shall be resolved by one arbitrator to be appointed in accordance with the ICC Rules. The place of arbitration shall be Lagos, Nigeria. The language of arbitration shall be English.

13.2 Notwithstanding anything to the contrary in this Agreement, Bet9ja may seek injunctive or other relief in any state or national court of competent jurisdiction for any actual or alleged infringement of Bet9ja's or any other person or entity's intellectual property or proprietary rights.

### **14. Miscellaneous**

14.1 You may not assign this Agreement, by operation of law or otherwise, without Bet9ja's express prior written approval.

14.2 Unless you have otherwise notified Bet9ja, you hereby authorize Bet9ja to process any personal data we obtain in connection with this Agreement and the Program in compliance with applicable law.

14.3 If any provision of this Agreement is determined by any court or governmental authority of competent jurisdiction to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

14.4 The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. The section headings of this Agreement are for convenience only and have no interpretive value.

14.5 Bet9ja's failure to enforce your strict performance of any provision of this Agreement or participation in the Program will not constitute a waiver of Bet9ja's right to subsequently enforce this provision or any other provision of this Agreement.

14.6 All non-public information provided by Bet9ja in connection with the participation in the

Program and/or this Agreement is considered confidential information, and you will maintain the same in strict confidence and not disclose the same to any third party or use the same for any purpose other than your performance under Agreement and participation in the Program.

14.7 This Agreement is drafted in the English language which will be governing language for all purposes.

BY SUBMITTING THE DETAILS TO BET9JA WITH YOUR APPLICATION YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE PROGRAM FOLLOWING BET9JA'S POSTING OF A CHANGE NOTICE OR REVISED AGREEMENT ON THE BET9JA SITE YOU AGREE TO BE BOUND BY THIS AGREEMENT AND HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE AND SUFFICIENTLY AUTHORIZED TO ENTER INTO THIS AGREEMENT.