

Terms and Conditions

Welcome to the Betway Partners Africa Affiliate Programme (the "Programme").

These Terms are a binding contract between you and Betway Partners Africa (Napier Global Marketing Ltd Registration No 69237) which govern your participation in the Programme. By participating in the Programme, you agree to be bound by the most current version of these Terms, which we may amend from time to time.

The most current version of these Terms will be posted on the Programme web site here: <https://www.betwaypartnersafrica.com/terms-and-conditions/>

It is your responsibility to ensure that you are familiar with the most current version of these Terms, and your continued participation in the Programme after we post an updated version of these Terms shall constitute your express agreement to be bound by the updated Terms.

In the event you do not agree with the updated Terms, your only recourse shall be to terminate your participation in the Programme.

The Betway Partners Africa Affiliate Programme (the "Programme") represents and promotes the following brands:

Betway Ghana (licence holder: Sports Betting Group Ghana Limited, located at number 32 Castle Road, Adabraka, Accra, Ghana)

Betway Nigeria (license holder: Digi Bay Limited, located at Redmenn House, Flat B11, Dideolu Estate, Danjuma Street, Victoria Island, Lagos)

Betway South Africa (licence holder: Raging River Trading (PTY) Limited, located at 3rd Floor, Waterview 2, Waterview Park, Century City, South Africa)

Betway Tanzania (licence holder: Media Bay Limited, 429 Mahando Street Masaki, Msasani Peninsula, P O Box 38568, Dar es Salaam)

Betway Zambia (licence holder: Emerald Bay Limited, located at 1st Floor Zimbabwe House, Haile Selassie Avenue, Long Acres, Lusaka)

Betway Mozambique (licence holder: Jogos Sociais e Entretenimento S.A, located at Avenida 25 de Setembro, no 1462, Maputo, Mozambique)

Betway Malawi (licence holder: Golden Bay Limited, 6 Umodzi Street, New Naperi, Blantyre, Malawi)

("Betway Partners Africa" also referred to in these Terms as "**we**" or "**us**").

These Terms are a binding contract between you and Betway Partners Africa which govern your participation in the Programme.

If you have any questions or concerns about these Terms or the Programme, please send an email to: support@betwaypartnersafrica.com.

In these Terms, the following words and expressions shall have the following meanings:

Affiliate: A natural or juristic person who has registered and is accepted by us as a member of the Programme. Where the context requires, these Terms occasionally refer to the Affiliate as “**you**.”

Affiliate Banner Tag/Account: A tracking mechanism provided to the Affiliate by Betway Partners Africa for the purposes of tracking customer referral activities.

Affiliate Site(s): A website (including any WAP, mobile or tablet version of the website) which is owned or operated by an Affiliate and used for the purposes of generating online traffic and referrals to Betway Partners Africa in accordance with these Terms.

Applicable Taxes: Any taxation, levy or similar mandatory payment (including gaming taxes and value added taxes) levied or charged on revenue, turnover, deposit or similarly driven by customer activity or activity volume.

Approved Marketing Activities: Any lawful marketing activity conducted in compliance with these Terms which has been approved in writing by an authorized Betway Partners Africa representative.

Betway Marks: Any trademark owned by Betway Partners Africa or its affiliated companies and licensors, including but not limited to: **Betway and Betway Sports**.

Betway Site(s): [www.betway.co.ke/www.betway.ug/www.betway.com.gh/www.betway.co.za] or such other website as Betway Partners Africa shall notify you from time to time.

Bonuses: means bonuses or any promotional amounts given to any customer.

Chargeback: Where a customer, a credit card issuing bank, or any other third party payment solution provider effects a reversal of charges in relation to a credit card or purchase transaction.

Confidential Information: Any information of whatever nature, which has been, or may be, provided by Betway Partners Africa in connection with the Programme, whether oral, in writing, or in electronic form, including, without limitation, business or financial data, know-how, processes, reports, customer lists, price lists, Commission payment reports, and any other materials containing, reflecting, or generated from any such information.

Commissionable Revenue: Gross Win, less Bonuses awarded, less Non-Cash Incentives, less Fraudulent Activity, less Deductible Costs and Applicable Taxes.

Deductible Costs: Any third party costs incurred by Betway Partners Africa in connection with the operation of the Betway Sites which are attributable to the activity of any New Customer(s), including, but not limited to, any payment processing charges, license fees, royalties, and other applicable third party payments including (but not limited to) payments made by Betway Partners Africa to third parties in respect of the costs of software and brands in respect of the Betway Site.

Earnings: The earnings earned in connection with the affiliate marketing activities performed in accordance with these Terms.

Fraudulent Activity: A deceptive act or omission which is, in the sole discretion of Betway Partners Africa, performed in order to secure a real or potential, unfair or unlawful advantage; or any conduct that Betway Partners Africa, in its sole discretion, determines to be fraudulent, deceptive or dishonest, which shall include, but shall not be limited to, fraudulent credit card transactions, Chargebacks, Match Betting, false or automated account creation and any collusion or cheating by an Affiliate or a customer.

Fraud Costs: Any costs, damages or loss arising as a direct or indirect result of Fraudulent Activity.

Gross Win: Total revenue generated from settled bets placed by referred New Customers, less pay-outs.

Incentivized Traffic: Traffic or customer activity generated as a by-product of promising some form of compensation or incentive for taking an action on, or in relation to, any Betway Site, including but not limited to registering a new account, depositing or wagering.

Insertion Order: The insertion order attached to these Terms, if applicable.

Intellectual Property: Trademarks, service marks, domain names, trade names, logos, designations, copyrights, trade secrets, patents, designs, algorithms and any other proprietary rights owned by or licensed to Betway.

Local Currency: The local currency of the applicable Marketing Territory.

Marketing Material: Banners, URLs, text, graphics and/or other promotional materials made available for marketing purposes through the Programme System.

Marketing Territory: The "Marketing Territory" indicated by an Affiliate at the point of registration or as indicated next to the word "Territory" in any attached Insertion Order, as the case may be.

Match Betting/Arbitrage Betting: Any method of betting or wagering which is intended

to give players a guaranteed win with no risk, including but not limited to the use of free bets.

New Registration: A natural person who is at least 18 years old and ordinarily resident in the Territory that the Affiliate directs to a Betway Site and who can be linked to the Affiliate's Affiliate Banner Tag, who is eligible to open an account on a Betway Site and: (a) who successfully opens a new account on a Betway Site in accordance with the Site's applicable terms and conditions; and (b) who has not had a previous account on any Betway Site.

Non-Cash Incentives: Value of free credits or cash handed out to customers, or any other direct costs incurred to maintain the loyalty of a customer (e.g. the cost of a gift to a customer).

Programme System: The website and back office used by Betway Partners Africa to manage the Programme, currently located at www.betwaypartnersafrica.com

Prohibited Site: Any website, forum, social media platform or other communications medium, regardless of type, upon which the advertisement of gambling-related activity is unlawful or otherwise prohibited.

Qualified Player: Any player who has registered an account, made a purchase and placed a settled wager at Betway. (In the event of CPA, a player might be required to meet a purchase baseline as agreed to by Betway Partners Africa. Refer to CPA payment terms 12.10 - 12.11.13)

Spam: Unsolicited e-mail, SMS or other communication sent indiscriminately to one or more mailing lists, individuals, forum or newsgroups.

Unsuitable Site: Any website, forum, social media platform or other communications medium, regardless of type, which is: aimed at children; intended to appeal to minors; promotes or glorifies violence; promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; promotes illegal activity; violates or enables the violation of intellectual property rights; violates the rights of privacy of others; is obscene or contains explicit sexual content; contains or promotes any unlawful behaviour or content; contains or provides links to malicious or harmful software, keyloggers, trojans, viruses or malware; or which Betway Partners Africa believes, in its sole discretion, may bring Betway Partners Africa or its affiliated companies and brands into disrepute, or which may prejudice the interests of Betway Partners Africa or its affiliated companies and brands.

1. Joining the Programme

1.1 You represent and warrant that:

- a) the information provided in your Affiliate application is correct and up-to-date and you will update it as required on an ongoing basis in order to ensure that it remains correct;
- b) you have not already registered as an Affiliate in relation to a specific Marketing Territory (only one Affiliate account is permitted per person for each Marketing Territory);
- c) you are at least 18 years of age, legally capable of entering into a binding contract, and you are not aware of any legal, commercial, contractual or other restriction against your participation in the Programme in accordance with these Terms; and
- d) in the event that you are registering on behalf of a company, that you have the full right, power and authority to enter into these Terms on behalf of the company.
- e) your participation in the Programme will in no way be construed to be targeting individuals under 18 years of age

1.2 You undertake, that if there should, at any time during your participation in the Programme, occur any event which may cause any of the above warranties to become false, or which may prevent you from wholly fulfilling your obligations in accordance with these Terms, you shall promptly notify your Betway Partners Africa account manager, and Betway Partners Africa shall be entitled to terminate your participation in the Program immediately, without the requirement to make any further payments to you.

2. Your Use of Betway's Marketing Materials

2.1 In the event that you are accepted as an Affiliate into the Programme, Betway Partners Africa shall, during the course of your participation in the Programme and subject to your compliance with these Terms, grant you a non-exclusive, non-transferable, revocable, limited right and license to distribute the Marketing Material on your Affiliate Site for the sole purpose of referring New Customers to Betway Sites in return for Earnings. You may not use or distribute the Marketing Materials for any other purpose unless you have received our express written approval to conduct Approved Marketing Activities, which we may approve or reject in our sole discretion.

2.2 All Marketing Material shall be made available to you through the Betway Partners Africa Programme System and may be updated by us from time to time. You undertake and agree that you shall only use the current versions of the Marketing Material and shall promptly discontinue the use of any Marketing Material which is out of date or no longer available on the Programme System. It is your responsibility to check the Programme System for updated Marketing Material on a regular basis.

2.3 You undertake and agree that you will not modify any of the Marketing Material which

is made available to you and that you will not, without our specific written approval, market or promote Betway Partners Africa using any promotional materials not provided or approved in writing by Betway Partners Africa.

2.4 In the event Betway Partners Africa designates any Marketing Materials as subject to particular restrictions (for example, campaign start/end dates, demographic limitations, etc.), you undertake and agree that you shall only use the Marketing Materials in accordance with such designated restrictions.

2.5 Your marketing activities shall strictly comply with the marketing policies of Betway Partners Africa that may be notified to you from time to time, which sets out additional standards, restrictions and guidelines applicable to marketing activities in connection with the Programme.

3. Customer Tracking and Reports

3.1 You are responsible for ensuring that all referred customers are properly tagged with your Affiliate Banner Tag. You will not receive credit for New Customers who are not properly tagged or who we are unable to otherwise properly associate with your Affiliate Banner Tag.

3.2 We shall track all New Customer activity relevant to the calculation of your Earnings. You agree that our statistics and calculations in relation to the tracking of New Customer activity and the calculation of your Earnings shall be final.

3.3 We will provide you with online access to reports of New Customer activity through manual reports or through the Programme Portal. The form, content and frequency of our reporting may vary from time to time, at our sole discretion.

4. Your Obligations

4.1 As a condition of your participation in the Affiliate Programme, you undertake, warrant and agree that all use of the Marketing Materials and all activities undertaken in connection with the Affiliate Programme shall be lawful and in strict accordance with these Terms and any Special Terms (as defined below) set out in the Programme System.

4.2 As a condition of your participation in the Affiliate Programme, you further undertake, warrant and agree that you shall not conduct any activities in connection with any Unsuitable Site or any Prohibited Site.

4.3 You agree to use your best efforts to market and promote the Betway Site in a manner consistent with good business ethics and in good faith towards Betway.

4.4 You acknowledge that your promotion of the Betway Site has the potential to inflict substantial damage to Betway Partners Africa and Betway Partners Africa's reputation and goodwill, and that you shall at all times act in a manner that will not harm the reputation

and goodwill of Betway Partners Africa.

4.5 You shall not: (a) undertake any action which may have a detrimental impact on the ability of Betway Partners Africa to be qualified for or to hold or maintain any licence, permit or approval granted, or to be granted, by any competent authority, or (b) undertake any action which could reasonably be construed as bringing Betway Partners Africa into Material Disrepute, where “**Material Disrepute**” means any condition which could reasonably and objectively be seen to create a material negative perception of the integrity of Betway Partners Africa or the Programme.

4.6 We prohibit any Affiliate activity in connection with any content or material which contains: (a) the intellectual property of others for which the Affiliate is not properly licensed to use; (b) information that is unlawful, harmful, threatening, obscene, discriminatory, scandalous, fraudulent or offensive; (c) any information that may subject Betway Partners Africa to any cause of action, in law, equity or otherwise; or (d) any information which Betway Partners Africa, in its sole discretion, determines to be objectionable, harmful, in bad taste, or potentially damaging to the interests and goodwill of Betway or the Programme.

4.7 Your activities must not involve any marketing or promotional activity which may have the potential to deceive, confuse or mislead users, or which may infringe on any third party rights, including the rights of privacy, publicity, or Intellectual Property rights. You shall ensure that the Marketing Materials are displayed only in connection with web sites and materials which are lawful, proper, professional and tasteful.

4.8 Your Affiliate Site(s) must not copy the look and feel of the Betway Sites or have the potential to cause the impression that any sites or landing pages used by you are owned, operated or affiliated with Betway Partners or any of its associated brands. You are not entitled to present any Betway Marks, logos, graphics or other Betway Partners Africa materials on your Affiliate Site or marketing materials other than the Marketing Materials provided to you by Betway Partners Africa through the Programme.

4.9 Betway Partners Africa reserves the right to demand the immediate takedown or modification of any materials that you distribute, or to demand the cessation of any or all marketing activity in connection with the Programme or Betway, at any time and in Betway Partners Africa’s sole discretion. You agree that we are entitled to review your affiliate marketing activities from time to time and that we may approve/reject marketing methods and Affiliate Sites used by you in our sole discretion. You undertake and agree to provide prompt assistance and full cooperation in connection with any requests made by Betway Partners Africa in this regard.

4.10 If requested by Betway Partners Africa, you undertake and agree to provide Betway Partners Africa with all such information and documentation as we may reasonably require to verify your compliance with these Terms, or which we may require for our regulatory or legal purposes.

4.11 You agree that you shall neither offer nor provide incentives (financial or otherwise) to any potential New Customer without the prior written approval of Betway Partners Africa, excluding the standard promotional programs which Betway Partners Africa may make available to you from time to time through the Programme.

4.12 You will not knowingly benefit from known or suspected activity not performed in good faith (or alternatively, performed in bad faith), whether or not such activity actually causes damage to Betway Partners Africa.

4.13 You may not be a party (whether directly or indirectly) to any illegal activity (including, but not limited to, the promotion or advertising of illegal gambling companies or websites) or Fraudulent Activity in connection with your participation in the Programme.

4.14 You undertake and agree to maintain complete records, during and for a period of two years after the termination or expiration of your participation in the Programme, regarding your activity in the Programme and any marketing or promotional activity undertaken in furtherance thereof.

4.15 You acknowledge and agree that in performing your obligations under these Terms, you are strictly prohibited from marketing and promoting the Betway Sites to residents of the Prohibited Territories and you shall exercise all possible technical and operational measures to prevent marketing to residents of the Prohibited Territories.

4.16 You acknowledge and agree that any breach of the aforementioned obligations shall be deemed a material breach of these Terms resulting in your immediate termination from the Programme.

5. No Spam; No Marketing to Self-Excluded Customers

5.1 You will not send any marketing SMS, email or other communications relating to Betway Partners Africa or the Programme without our prior written consent. In order for Betway Partners Africa to properly consider whether its consent shall be granted, you shall provide us with:

a) Written confirmation that all proposed email, SMS or other communications comprising the proposed campaign shall include an option to opt-out of receiving further such communications; and

b) Written confirmation that the proposed recipients of the campaign have respectively provided the necessary consents to receive communications of the type proposed (“**opt in**”) and have not since opted out.

c) Further to the above, you will ensure that any approved SMS and or e-mail marketing campaign, targeted at Betway South Africa traffic, follows the rules and regulations of the Protection Of Personal Information Act (POPI) as set out by the South African

Government.

Details of the Act can be found here: <https://www.gov.za/documents/protection-personal-information-act>. Failure to comply with the POPI act will result in your suspension from the Betway Partners Africa program and all outstanding payments will be considered null and void.

5.2 If we incur any cost in connection with Spam sent by you or anyone on your behalf, these costs will be deducted from any Earnings due to you under these Terms. Should our costs not be covered by the funds in your account we have the right to offset future Earnings or pursue other alternative means for obtaining payment from you. Should your Affiliate account not be active, or otherwise not generating Earnings, then we shall have the right to demand payment directly from you.

5.3 Should you require more information regarding our Spam policy, or should you wish to report any incidences of Spam please contact us at support@betwaypartnersafrica.com.

6. Legal Compliance

6.1 Your activities shall comply with all applicable laws and industry practices applicable to online marketing; online advertising; and the marketing of online gambling sites.

6.2 Without reservation, you agree that all activities undertaken by you in connection with the Programme will uphold the highest ethical standards:

a) preventing gambling from being a source of crime or disorder, being associated with crime or disorder or being used to support crime;

b) ensuring that gambling is conducted in a fair and open way; and

c) protecting children and other vulnerable persons from being harmed or exploited by gambling.

6.3 You undertake to observe all applicable directives, laws and regulations applicable to the use of cookies or the use, processing, storage and transfer of personal data, including but not limited to the EU Data Protection Directive 95/46/EC, EU Privacy and the Electronic Communications Directive 2002/58, or any implementing or related legislation of any member state in the European Economic Area.

6.4 Any electronic messages or other communications sent by you, or caused to be sent by you, shall be free of Spam and in full compliance with all regulations related to the sending of commercial electronic messages, including the Privacy and Electronic Communications (EC Directive) Regulations 2003, the EU Data Protection Directive 95/46/EC and, as of May 2018, the EU General Data Protection Regulation (GDPR).

6.5 It is your obligation to familiarize yourself, to comply and to remain fully updated with the laws, regulations and codes of practice applicable to the activities you conduct in relation to your participation in the Programme. To the extent you are marketing to potential customers residing outside of the United Kingdom, you are required to abide by

any applicable laws, regulations and codes of practice applicable to those jurisdictions. In the absence of any specific governing laws, regulations or codes of practice, the standards set out above shall apply and in any event will include, without limitation the terms and conditions of any relevant gambling licenses issued by the applicable authorities to Betway or any of its subsidiaries and the laws and regulations associated therewith, such as the gambling licenses to which Betway or any of its affiliates companies may be subject or bound from time-to-time.

7. Betway Partners Africa's Intellectual Property Rights

7.1 Betway Partners Africa and its licensors retain full and exclusive ownership of the Betway Sites, Betway Marks, Marketing Materials, any reports, documentation or materials provided in connection with the Programme, and any Intellectual Property rights, associated thereto. No right, title or interest in the foregoing is conveyed hereunder, except for a non-exclusive, revocable, limited license to distribute the Marketing Materials in accordance with these Terms. Any rights that are not expressly granted herein are reserved by Betway Partners Africa and its licensors.

7.2 You acknowledge and agree that Betway Partners Africa's Intellectual Property will at all times remain the property of Betway Partners Africa and its licensors. You further acknowledge that you have no claim or right of whatever nature in and to the aforesaid Intellectual Property, other than the limited rights conveyed herein.

7.3 You undertake and agree that you shall not assert the invalidity, unenforceability or contest the ownership of any of the Intellectual Property rights of Betway Partners Africa or its licensors in any action or proceeding whatsoever and shall not take any action that may prejudice Betway Partners Africa's or its licensors' rights in such Intellectual Property.

7.4 You undertake and agree that you will not register any domain name that includes, incorporates or consists of any Betway Mark or any domain name that is confusingly similar to the Betway Marks. You undertake and agree that you shall, upon request by Betway Partners Africa, promptly transfer ownership of any domain names registered in violation of this Agreement to Betway Partners Africa or any third party designated by Betway Partners Africa. This obligation shall survive the termination of these Terms.

7.5 You undertake and agree that you shall not make any bid on any internet search engine using keywords including the Betway Marks or words that are confusingly similar to the Betway Marks.

7.6 Betway Partners Africa does not condone the use of any other company's intellectual property in order to promote the Betway brand or to channel traffic to the Betway brand. Involvement in such activities can result in Betway Partners Africa refusing compensation for the traffic or can result in the locking of the affiliate account. By accepting these terms and conditions you undertake that no such activity will be committed by yourself.

8. Your Warranties

8.1 By participating in the Programme, you represent, warrant and undertake that:

- a) your activities shall fully comply with these Terms;
- b) you shall not solicit any potential customers by way of any offers except for the current offers made available through the Programme;
- c) you have the ability, experience, expertise and resources to perform all of your obligations hereunder in accordance with these Terms;
- d) you understand and agree that the marketing activity undertaken by you in connection with the Programme, and your conduct as an Affiliate has the potential to inflict substantial damage to Betway Partners Africa's reputation and goodwill, and as a result you shall at all times consider and act in the best interests of Betway Partners Africa and shall preserve the goodwill and reputation of Betway Partners Africa and Betway Partners Africa's name;
- e) you shall not undertake any activities in violation of our intellectual property rights, including but not limited to: brand bidding, registering or using any domains with confusingly similar names to the Betway Marks, copying the "look and feel" of our sites or software, using any Betway Marks, branding or logos except as expressly permitted by these Terms, or modifying any Marketing Materials we make available on the Programme Portal;
- f) you have evaluated the applicable laws relating to your activities and obligations hereunder and you have independently concluded that you can participate in this Programme and fulfil your obligations hereunder without violating any applicable rule of law; and
- g) you will not knowingly benefit from known or suspected traffic not generated in good faith, or via Spam, whether or not it actually causes damage. This includes but is not limited to you registering customer accounts or playing under your own Affiliate Banner Tags and or any other Fraudulent Activity.

9. Prohibited Territories

9.1 By entering into these Terms you undertake that you will not:

- a) actively target potential customers located in any territory in the world except for the Territory (the "**Prohibited Territories**") and, for the avoidance of doubt, such Prohibited Territories include (without limitation) Australia, Bulgaria, France and its outlying territories, Greece, Greenland, Hungary, Iran, Israel, Kenya, Mexico, North Korea, Romania, Russia, Singapore, Turkey or the United States and its outlying territories and targeting potential customers includes, but is not limited to, sending correspondence, the use of banner advertising, off-line advertising and direct marketing any traffic or customers emanating

from domains or URLs based in any of these Prohibited Territories.

9.2 You understand and agree that you are not entitled to any Earnings or fees applicable to any activity related to any territories other than the Marketing Territory.

10. Earnings Calculations

10.1 You are eligible to earn Earnings in connection with betting activity by New Customers referred by you, as further set out herein. You understand and agree that we may vary these Earnings rates from time to time, in our sole discretion.

10.2 You are only eligible to receive ongoing Earnings during your participation in the Programme, and only during the time you continue to refer New Customers in accordance with these Terms. You will no longer receive Earnings in the event your participation in the Programme expires or is terminated for any reason.

10.3 For payment thresholds, €50 (EURO or its equivalent in local currency) is the minimum amount that we will pay out on earnings on all methods other than wire. Wire has a minimum of €100 (EURO or its equivalent in local currency).

10.4 You shall receive Earnings in accordance with the Deal Terms set forth above.

10.5 You are eligible to receive a commission based on the percentage of Commissionable Revenue generated by the new customers referred by you. The calculation is based on the new number of customers referred by you during a calendar month: 0–100+ New Customers: 25% of Commissionable Revenue.

10.6 Earnings will only be calculated from players who have qualified by making a purchase and placing a settled wager at Betway. (CPA qualification will be different and depends on the baseline purchase value that was agreed to by Betway and the Affiliate)

11. Periods of Inactivity

In the event that you fail to refer any New Customers during any consecutive 3 (three) month period, we reserve the right to reduce your commission rate to a flat rate of 5% of

Commissionable Revenue until you introduce a total of 3 New Customers per month for 3 (three) consecutive months, at which point your account manager will discuss a new earnings rate with you.

12. General Earnings Terms

12.1 We may conduct special promotions related to certain products, services, games, customer activity, special events, and other matters through the Programme System from time to time ("**Special Promotions**") and in connection with same, establish certain additional terms, Earnings rates, incentives, deposit and wagering requirements, or other

additional terms and conditions ("**Special Terms**"). In the event you wish to participate in one of the Special Promotions, you understand and agree that such participation will be subject to the Special Terms, as applicable.

12.2 All payments due to you are based on our own statistics, records and calculations. All decisions made by us regarding the tracking, calculation or payment of your Earnings or other payments shall be made by us in our sole discretion.

12.3 We reserve the right to review all activity in connection with your participation in the Programme for possible Fraudulent Activity or activity which we believe in our sole discretion to be in bad faith or violation of these Terms.

12.4 We do not pay Earnings in connection with Match Betting, Arbitrage Betting or any roulette playing schemes or casino systems where players are advised on how to play to beat the casino.

12.5 We do not pay for Incentivised Traffic in any form.

12.6 You will not be entitled to any payment related to any customer activity and/or traffic that we deem, in our sole discretion, to be unlawful, abusive, not generated in good faith, or based on Fraudulent Activity.

12.7 We do not pay for any customer activity related to brand bidding or any activity which we consider to be a breach of our intellectual property rights.

12.8 We reserve the right to pass on any Fraud Costs to your account. These Fraud Costs shall be deducted from any payment owed to you. In the event the Fraud Costs exceed the amount of payments owed to you, we reserve the right to collect such sums from you directly.

12.9 We reserve the right to refuse any potential New Customer, to lock or close a customer's account, or to take other action which we may deem necessary in order to preserve the integrity or safety of the Betway Sites. In the event that we refuse, suspend or close any customer's account for any reason, then: (a) if you are entitled to Earnings via a CPA Payment, then you will not be entitled to any CPA Payment which has not already been paid to you in respect of the affected customer's account as of the date of such suspension or closure, even if such CPA Payment was earned prior to such date, and (b) if you are entitled to Earnings on the basis of a revenue share based on Commissionable Revenue, then you will not be entitled to revenue share in respect of the affected customer's account as of the date of suspension or closure but, for the avoidance of doubt, any revenue share earned prior to such date will be paid to you in accordance with these Terms.

CPA Payment Plan

12.10. You will receive a one-off payment for every new Player you direct to any of our Sites.

12.11. a CPA Payment will be owed and payable to you (“Qualifying Player”) if and when:

12.11.1. a Qualifying Player completes first registration on one of the Online SportsBetting Operator sites (“Sites”);

12.11.2. a Qualifying Player deposits the minimum required amount; and

12.11.3. a Qualifying Player and meets the minimum wagering activity requirements, as previously agreed upon in writing with Your Affiliate Manager.

NOTE: A Qualifying Player is not locked for any reason during the calendar month that he is acquired in

12.12. Please take note of the following with regards to the CPA Payment Plan:

12.12.1. a CPA payment will be owed and payable to You in respect of a qualifying Player upon the first registration in any of the Online SportsBetting Operator brands and the depositing of the minimum required amount, as specified in the insertion order pertaining to Your account.

12.12.2. All subsequent activity by such a Player within that Site or in other Sites, inclusive of playing different games in that Site, in other Sites or on different gaming platforms, will not warrant any payment to you

12.12.3. a CPA Payment will be made to You as a one-off payment for each qualifying Player, regardless of the number of Sites and/or number or type of games played by that Player

12.12.4. We do not pay for incentivised traffic in any form and we do not pay for schemes where a Player is given part of the CPA as an incentive for signing up and meeting the CPA qualification.

12.12.5. We do not pay for duplicate players i.e. a Player who already exists within Betway Africa Group and/or is a registered player with any one of the marketing regions within The Betway Africa Group, and is located in Our system. Such a Player will automatically be filtered out and consequently, the statistics we rely upon when paying for the campaign are the statistics found in Our Affiliate system.

12.12.6. We hold the right to refuse to pay for any Player and/or traffic that we deem to be abusive as per the terms and conditions of this agreement.

13. High-Roller Policy

13.1 Negative Commissionable Revenue generated in any given month by any Players who We, in our sole discretion, determine to be “High Rollers” will be carried forward and offset

against future Commissionable Revenue generated by Players referred by You until such negative Commissionable Revenue is cleared. The determination of the criteria to categorize a Player as "High Roller" shall be in our sole discretion, and our sole responsibility in this regard shall be to advise you of the categorisation of any Players referred by you as the same by way of amendment to this Agreement. Current criteria for determining our High Roller policy are:

13.2 If in any given month a player generates negative Commissionable Revenue of at least €1,500, and the aggregate earnings in that month for that Affiliate is negative €300 or greater, then such Player shall be deemed to be a High Roller;

13.3 If both of the above criteria are met (13.2) then the negative Commissionable Revenue generated by the High Roller will be carried forward and offset against future Commissionable Revenue generated by that High Roller.

13.4 The negative balance carried forward cannot be set-off against other players' positive Commissionable Revenue;

13.5 The negative balance carried forward cannot be greater than the total aggregate negative Commissionable Revenue for the affiliate, for that month;

13.6 If there is more than one High Roller, the negative balance carried forward will be split proportionally between them;

13.7 The negative balance of a High Roller will be reduced by future positive Commissionable Revenue that they generate in subsequent months. A negative balance will not be increased by future negative Commissionable Revenue unless the High Roller meets the qualifying criteria stipulated in 13.2 above, in subsequent months.

14. Payment Terms

14.1 We will process the Earnings earned by you in the previous calendar month ten working days from the 4th day of the following month.

14.2 If you are entitled to Earnings based on a revenue share basis, Earnings will be paid once a month.

14.2 We shall not be liable to you in any amount whatsoever for late payments due to technical, third party or any other unforeseen events.

14.3 Payment shall be made to you only in the applicable Local Currency.

14.4 You will only be paid once you have a balance owing to you of equal to the "Payment Threshold Amount" for the Marketing Territory applicable to you, as such term is defined in the Insertion Order (if applicable) or otherwise as specified at the Website, as the case may be.

14.5 If you have selected wire transfer as your method of payment, you will only be paid by bank wire if the total amount owed is an amount more than the "Wire Transfer Threshold Amount" for the Marketing Territory applicable to you, as such term is defined in the Insertion Order (if applicable) or otherwise as specified at the Website, as the case may be. If the total amount owed is less than the Wire Transfer Threshold Amount, you can receive payment by cheque unless you contact us by the fifth day of the following month in question and agree to pay any associated costs that arise as a result of the bank wire, which will be deducted from any Earnings due.

14.6 You will not be able to change your payment details in your account during the 10 (ten) working day period prior to the date we make payment to you. To ensure your payments are properly processed, it is your sole responsibility to ensure that the correct payment details are entered at least 5 (five) working days prior to the payment date.

14.7 You are responsible for the reporting and payment of any taxes, tariffs or other governmental fees, charges or levies applicable to any Earnings payable to you in connection with your participation in the Programme. You undertake and agree to promptly reimburse Betway Partners Africa for any and all taxes or duties that Betway Partners Africa may be required to pay in connection with your participation in the Programme, except for taxes payable on Betway Partners Africa's net income.

14.8 In the event we are required by law to apply any applicable Withholding Tax (WHT) on any commission payable in your jurisdiction, the corresponding amount of WHT will be deducted from the commission due to you before your payment is made.

14.9 We reserve the right to change the fee payment schedules and methods of calculation at any time, in our sole discretion.

14.10 Betway Partners Africa utilizes the services of Napier Limited (Napier Ltd Registration No: 85476) to facilitate affiliate commission payments. These payments will reflect as "Napier LTD" on your statement.

15. Affiliate Networks

If you are joining the Programme in the capacity of an affiliate marketing network, you represent, warrant and undertake that the terms and conditions of your marketing network are at least as restrictive as those set out herein, and that you shall be responsible for all activity undertaken by your affiliates. Betway Partners Africa reserves the right in its sole discretion to request written documentation of your compliance with this clause, and your failure to promptly provide such documentation upon request shall be deemed a material breach of these terms.

16. Ownership of Customer Data

16.1 You acknowledge and agree that all information relating to any referred customer is

the exclusive and sole property of Betway Partners Africa and that you shall have no rights therein whatsoever excluding any information that you gather independently, outside of your participation in the Programme.

16.2 You acknowledge and agree that any data we collect from you may be transferred to, and stored at, a destination outside of the Marketing Territory which is applicable to you. It may also be processed by staff operating outside of the Marketing Territory which is applicable to you, who work for us or for one of our suppliers.

17. Restriction on Activities by Related Persons / Entities

In order to prevent the potential for abuse and Fraudulent Activity, Betway Partners Africa does not pay Earnings for customer referrals in certain circumstances, such as when you have an existing relationship with the referred customer unless marketing via existing relationships has been expressly permitted by Betway Partners Africa. While decisions shall be taken on a case-by-case basis, we provide for illustration purposes the following non-exhaustive list of scenarios where Earnings shall not be paid and *provided* that such activities haven't been expressly permitted by Betway Partners Africa:

- a) you shall not earn any fees or Earnings on any additional Programme account set up by you, or on your behalf;
- b) you shall not earn Earnings on any Programme account/s set up by your employees; or
- c) if you, or, if applicable, your employees, agents, or family members, sign up as a customer on one of the Betway Sites after being referred to the site by you, we will not pay any Earnings or amounts related to such activity and we have the right to terminate your enrolment in the Programme and cancel these Terms.

18. Account Security

18.1 You are responsible to guard the security of your Programme username and password, and may not share your login details with any third party. You shall be solely responsible for all activity occurring under your Affiliate account.

18.2 We may require you from time to time to positively verify your account details in order to receive continuing Earnings or to prevent Fraudulent Activity in connection with your account. This is to protect both you and us from potential illegal or Fraudulent Activity. This verification process may require the submission of additional personal documentation proving identity, payment and physical address details.

19. Confidentiality

19.1 During your participation in the Programme, we may share with you certain Confidential Information owned by Betway Partners Africa or its licensors. You undertake and agree that you will not use the Confidential Information for any purpose other than to

discharge your obligations to Betway Partners Africa in accordance with these Terms, and that you will not publish or disclose the Confidential Information to any third party without our express written permission.

19.2 You undertake and agree to take all reasonable measures to maintain the confidentiality of our Confidential Information, which will in no event be less than reasonable care.

20. Money Laundering; Anti-Bribery

20.1 You undertake and agree that your participation in the Programme shall not, directly or indirectly, encourage, benefit from, or be party/privy to, any money laundering or related illegal activities. Betway Partners Africa strictly prohibits, and undertakes efforts to prevent, money-laundering activities and other activities that may facilitate money-laundering or the funding of terrorist or criminal activities in connection with the Programme. You hereby agree to provide Betway Partners Africa or its designated agents with all requested assistance and documentation in connection with such efforts, including but not limited to: (a) for individuals, copies of your current: passport, driving licence, utility bill, bank statement, or other documents; or (b) in the case of a corporation, copies of: the company's certificate of incorporation, constitutional documentation, identity of the directors, officers and beneficial owners of the company. You agree that Betway Partners Africa may undertake independent identity verification procedures in its sole discretion which may include the procurement of information from public or private sources for identity verification and crime prevention purposes.

20.2 You understand and agree that some jurisdictions in which we operate have strict laws on money laundering that may impose an obligation upon us to report you to the national or local authorities within such jurisdictions if we know, suspect or have reason to suspect, that any transactions in which you are directly, or indirectly, involved, involve funds, derived from illegal activities, or are intended to conceal funds derived from illegal activities or involve the use of the Programme to facilitate criminal activity.

20.3 You understand and agree that, if we have any knowledge, belief or suspicion that any money laundering or illegal activity may have occurred, we may at our absolute discretion: (a) immediately suspend, deregister or terminate your membership of the Programme; (b) decline to pay you any further Earnings and/or (c) report you to the aforementioned national or local authorities should we, in our absolute discretion, determine that we are obliged, by law, to do so.

20.4 Betway Partners Africa is committed, in accordance with its zero-tolerance policy for bribery and corruption (the “**Anti-Bribery and Corruption Policy**”), to ensure that all of its activities and the activities of all of its Affiliates and business partners comply with all applicable laws and regulations and accord to the highest principles of corporate ethics. Accordingly, in performing your activities under these terms, you undertake to comply with all applicable laws related to the fight against bribery and corruption and shall not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage

related to any prospective New Customers, “impressions”, “clicks”, “acquisitions”, “installations”, “views”, “leads”, “registrations”, payments made under this Agreement or otherwise. Betway shall immediately terminate this Agreement if it determines, in its sole discretion that any of your activities do not fully comply with this Anti-Bribery and Corruption Policy.

21. Indemnity

21.1 You shall defend, indemnify, and hold us and our directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with your performance of your duties and obligations under these Terms or any breach by you of these Terms or any warranty, representation, or agreement contained in these Terms.

21.2 In the event we are subject to any third party claim or investigation as a result of the activities of you in connection with these Terms, we reserve the right to withhold any Earnings, fee or other amount due, as an offset against any cost or liability which may attach as a result of such claim or investigation, in addition to any other remedy available to us.

22. Disclaimer of Warranty

We make no express or implied warranties or representations with respect to the Programme, the Marketing Material, the Programme System, or any Betway Site, including, without limitation, any warranties of fitness, merchantability, legality, non-infringement, or any implied warranties arising out of the course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our site (including any tracking mechanisms) will be uninterrupted or error-free, and we make no guarantees regarding the amount of which may be generated as a result of your participation in the Programme. We will not be liable for the consequences of any such interruptions or errors.

23. Limitation of Liability

Except in the event of: (a) bodily injury or death caused by Betway Partners Africa's negligence, or (b) any liability which cannot be excluded as a matter of law, Betway Partners Africa's total and aggregate liability towards Affiliate or any third party, whether in an action based on contract, tort, warranty or any other legal theory, shall not exceed the amount of fees or Earnings generated by you during the twelve month period prior to the incident giving rise to liability, and (ii) in no event will Betway Partners Africa be liable toward Affiliate or any third party for any special, indirect, incidental, punitive or consequential damages, including but not limited to damages for loss of profits, business, revenue, or economic advantage.

24. Term and Termination

24.1 These Terms will come into effect upon the date of this Agreement and shall continue in full force and effect until terminated in accordance with the provisions of this clause 24 ("Term and Termination").

24.2 Either party may terminate this Agreement for convenience at any time, effective upon providing 30 days' written notice to the other.

24.3. Either party may terminate this Agreement, immediately effective upon written notice to the other, if (a) the other party commits a material breach of these Terms and such breach has not been cured by such party within 10 days of receiving notice of the material breach; (b) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings; or (c) upon the other party's dissolution or ceasing to do business.

24.4 Any notice of termination shall be given in writing by either Party to the other. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification and the Terms shall accordingly terminate with immediate effect.

24.5 In the event of termination of these Terms for any reason:

- a) all rights and licenses granted to you in these Terms shall immediately terminate;
- b) you must immediately cease all marketing activity, cease the distribution of any Marketing Materials, and disable any links from your Site to any Betway Site;
- c) you must promptly return to us any Confidential information and/or customer information, and all copies of same in your possession, custody and control; and
- d) for clarification purposes, termination will not exculpate you from any liability arising from any breach of these Terms, that occurred prior to termination.

24.6 Upon termination, you shall cease to be entitled to receive Earnings as specified herein, even if such Earnings relate to New Customers acquired prior to the effective date of termination.

24.7 In the event we terminate your participation in the Programme as a result of a breach of these terms by you, you shall not be entitled to receive any additional Earnings effective the date of termination. In the event we terminate your participation in the Programme as a result of Fraudulent Activity or activities which we believe to be unlawful or in bad faith, we reserve the right to recover any payments previously made to you and seek the recovery of all costs incurred in the investigation of such activities and the closure of your account, in addition to any other rights and remedies available at law.

25. Notices

Any notice or communication hereunder shall be in writing, sent via e-mail to the party's designated address. All notices shall be in English, effective upon sending.

a) The designated e-mail address for Betway Partners Africa is: support@betwaypartnersafrica.com.

b) Your designated e-mail address is the e-mail address provided by you at the time of registration.

26. Sale of Your Business

26.1 If you wish to sell, or otherwise dispose of the shares or assets of your Affiliate business to a third party (or conclude any transaction of a similar nature with a third party that will result in an effective change in control of your business) you shall be required, prior to completing the sale, disposal or transfer, to:

a) Give us no less than 30 (thirty) days prior written notice of such intention, provide such details as we may request (which shall include, but not be limited to, your Affiliate Account Number and full details of the intended purchaser, including their banking details and, if they are already an affiliate of the Programme, their Affiliate Account Number) and furnish us with an irrevocable consent and authority to pay the selling affiliate's Earnings, after the sale is completed, to the purchaser, in a form acceptable to us in our sole discretion; and

b) Make the deed of sale subject to the suspensive condition that we approve such purchaser as an Affiliate of the Affiliate Programme and that such intended purchaser shall, subject to our approval (at our sole discretion) join the Affiliate Programme.

26.2 You agree that we shall have sole discretion to approve or reject any proposed assignment, novation or transfer of your rights under these Terms to any prospective purchaser or third party.

26.3 Any approval of your request to novate or transfer your rights to any third party will terminate your enrolment in the Programme on the date of transfer.

26.4 If we reject the intended purchaser as an Affiliate of the Programme and you nevertheless decide to proceed with the sale/change of control or transaction contemplated above, then we reserve the right to terminate your enrolment in the Programme immediately.

27. Relationship of Parties

27.1 You and Betway Partners Africa are independent contractors, and nothing in these Terms will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

27.2 You shall not make any claims, representations, or warranties in connection with us

and you shall have no authority to, and shall not, bind us to any obligations, unless we agree in writing to be so bound.

27.3 You agree that you are not, and shall not be treated as, an employee with respect to, as applicable, any federal, national, state, or local statute, ordinance, rule, or regulation of any country whatsoever similar in purpose to the aforementioned codes and acts.

28. Non-Solicitation

28.1 During your participation in the Programme, and for a period of 6 months after any termination of such participation, you undertake not, either directly or indirectly, to solicit, or attempt to solicit, divert or hire away any person engaged by Betway Partners Africa as an employee, contractor or consultant at the time of solicitation or during the 12 month period preceding the solicitation.

28.2 Should you have any doubt as to whether an individual is engaged by Betway Partners Africa, then you must, prior to attempting any solicitation of such individual, to make a written inquiry of Betway Partners Africa in this regard. Your failure to confirm the status of any individual prior to a solicitation shall not relieve you from your duties and obligations under this non-solicitation clause.

28.3 You agree that in the event of a breach of this non-solicitation clause, Betway Partners Africa shall suffer substantial and irreparable harm which may not be adequately compensated for by the payment of damages. As a result, Betway Partners Africa shall be entitled to seek injunctive relief in any court of competent jurisdiction to enjoin or prevent such solicitation, and that this will not limit any other causes of action or legal redress that may be available to Betway Partners Africa.

29. Miscellaneous

29.1 These Terms will be governed by the laws of Malta without reference to rules governing choice of laws. Any action relating to these Terms must be brought in Malta and you irrevocably consent to the jurisdiction of these courts.

29.2 Notwithstanding the Clause 29.1, you undertake to comply fully with the laws of the jurisdiction in which you are domiciled.

29.3 Nothing in this Agreement confers or purports to confer on any third party any benefit or right to enforce any term of this Contract.

29.4 Except as provided in clause 26 ("Sale of Your Business"), you may not assign or delegate any right, duty or obligation under these Terms, by operation of law or otherwise, without our prior written consent. Any attempted assign, transfer or novation by you in violation of these Terms is void and shall have no effect. Subject to that restriction, these Terms will be binding on, enure to the benefit of, and enforceable against you and us and your and our respective successors and assigns.

29.5 Our failure to enforce your strict performance of any provision of these Terms will not constitute nor be construed as a waiver of our right to subsequently enforce such provision or any other provision of these Terms. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

29.6 Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labour conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

29.7 The exercise of one or more of the provisions of these Terms shall not preclude the exercise of any other provision.

29.8 You acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of these Terms and, in the event of a breach or threatened breach of any provision of these Terms, the respective rights and obligations of the parties shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing contained in these Terms shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of these Terms.

29.9 Whenever possible, each provision of these Terms shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of these Terms 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 these Terms or any provision hereof.

29.10 Any headings in these Terms are inserted for convenience only and shall not affect its construction.

29.11 These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and nullifies all previous understandings, both oral and written, between the parties in respect of the subject matter hereof and shall supersede all previous agreements between the parties, whether made orally or in writing.

30. KYC (Know Your Customer)

As part of Betway's ongoing commitment to security and regulatory compliance we require the following information to be completed for our KYC policy.

Affiliates belonging to the Betway Partners Africa Programme will be required to supply these documentation at the sole discretion of the Management of the Programme and / or when the life-to-date earnings reaches €2,000.00.

Individuals: - Copy of a valid identity document with a clear photograph. Documents such as a Passport, Drivers License, Identity Card will be accepted.

- Proof of address: copy of a household utility bill, bank or savings account statement that is not older than 3 months.

Corporate: - Company registration number and certificate of incorporation.

- Copy of a valid identity document of the Company's directors with a clear photograph such as Passport, Driver's License, Identity Card.

Payment Method Verification

In order to verify the ownership of the payment method whether an individual or corporate affiliate, you will need to set up your payment details for your selected payment method. The following is required for verification:

- Web-wallet: A screenshot of the web-wallet details; corresponding e-mail address, web-wallet account number, full name / surname and physical address. The screenshot needs to show the date and time.

- Bank Wire: Verification of the following details on the bank's headed paper: Full Name / Surname (for individuals), Company Name (for Corporate), address and account number. The statement / verification cannot be older than 3 months.

PLEASE NOTE that Betway Partners Africa do not need a bank statement with transactional history. We only require information to verify that validity of the information provided.

In the event that you update your payment details you will be required to send us some information so that we can verify the ownership of the updated payment method as per the above requirement.

Accepted Documentation:

- 1) Documents must be fully legible and high resolution.
- 2) Expired documents will not be accepted.
- 3) Documents in languages other than English can be accepted.

Documents are to be sent to verification@betwaypartnersafrica.com

Betway must successfully verify your identity as described in this Section 30. If you have not been fully verified, Betway reserves the right to withhold any Earnings due to you.