

TERMS AND CONDITIONS

Before you can proceed with registration, please make sure you read and accept the terms and conditions below.

Please Read and Print for Future Reference

If you wish to participate in our Affiliate program, indicate your agreement to do so by clicking the "I Agree" button. Additionally, by accessing and utilising any of 360Sports Affiliates' Marketing Tools or accepting of any reward, bonus or commission whether contained in this agreement or elsewhere on our website, you are deemed to have agreed to be bound by all the terms and conditions set out in this agreement. For purposes of clarity, the terms "we" and "us" refer to 360Sports Affiliates and "you" and "Member" refers to the other party to the contract formed by the acceptance of these Terms and Conditions. The term "Merchant" is defined as any company that has contracted 360Sports Affiliates to promote their Site(s) and/or products. The contract provides you with the non-exclusive right to direct users ("Visitors") from your site or sites to the Merchant's websites, in return for the payment of commissions and referral bonuses as specified below.

ENROLLMENT

To enrol please read this Agreement and then submit a register 360Sports Affiliates Member Account application to us via our Web site at:

<https://bestbet360.postaffiliatepro.com/affiliates/signup.php#SignupForm>.

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 whether your application was accepted. Your application will be rejected if we determine, in our sole discretion, that your site is unsuitable for any reason, including but not limited to:

- sites that are under construction
- aimed at children, promote sexually explicit materials, promote violence of any kind
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- promote or contain libellous or defamatory materials
- promote or undertake illegal activities or violate intellectual property rights

MEMBER AGREEMENT

During the term of this arrangement (which shall commence when you indicate your acceptance in the manner specified above, and shall end when either you or we notify the other, by email, of the termination of this Agreement), you shall display a banner or banners provided by 360Sports Affiliates on your site (the "Member Site") as a hyperlink to direct Visitors from the Member Site to the Merchant's Sites, using distinct URLs supplied by 360Sports Affiliates exclusively for linking (the "Supplied Banners").

The Merchant's banners and/or text links shall be displayed on the Member site. Members can also provide descriptive information regarding the Merchant Sits(s) on its websites(s). If the content on the member site is found to be inaccurate or outdated, then we may notify you of any changes to your Site(s) that we feel should be made. The relationship specified in this

Agreement is non-exclusive for both parties; therefore, the Member shall be entitled to display the banners of and provide links to, sites of other companies through the Member site and 360Sports Affiliates shall be entitled to make the Merchant's banners available through online and other services than the Member site.

DELIVERY AND DISPLAY OF BANNERS, COPY, AND PROMOTIONAL MATERIAL

As a Member, you will have access through 360Sports Affiliates' site to a variety of graphics and textual links (each of these links sometimes being referred to herein as "Links" or, individual, as a "Link".) 360Sports Affiliates and the Merchant hereby grants to the Member the non-exclusive, non-transferable, non-assignable (except as provided below) rights, during the term of this Agreement, to use (which shall include the right to copy, transmit, distribute, display and perform both privately and publicly): 360Sports Affiliates' and the Merchant's banners, name, site name, and other related textual and graphic material are made available by 360Sports Affiliates and/or the Merchant to the Member for the express purpose of inclusion on the Member's site from time to time (collectively, the "Merchant's Material") and for the specific purposes authorized above. 360Sports Affiliates and the Merchant authorize the Member to advertise and promote their respective promotional material. The copywriting of promotions may not be modified nor misrepresented by the Member. 360Sports Affiliates and the Merchant also authorizes the Member to refer, in the Member's advertising and promotions, to the fact that the 360Sports Affiliates and Merchant's sites are accessible through the Member site, provided that any such statement:

(a) does not include any trademarks, service marks, design marks, symbols and/or other indicia of origin of 360Sports Affiliates or the Merchant other than 360Sports Affiliates or the Merchant's Site(s) name and/or site names in a non-distinctive typeface (specifically, not the typeface used in the logo design of any of 360Sports Affiliates' or the Merchant's mark);

(b) does not state, suggest, or imply, by the wording or prominence of such statement or otherwise, that the Merchant sponsors, authorizes, and/or is the source or origin of the Member site; and does not disparage 360Sports Affiliates or the Merchant, its products, services, or members. All use of the 360Sports Affiliates or Merchant's Materials hereunder shall inure to the benefit of the Merchant and shall not create any rights, title or interest in them for the Member. No other use of the 360Sports Affiliates or Merchant's names, trademarks, service marks, design marks, symbols and/or other indicia of origin or other designations confusingly similar to any of the preceding may be made by the Member for any purpose without the prior written approval of 360Sports Affiliates or the Merchant. As between the Merchant and the Member, the Merchant owns, and shall continue to own exclusively, all right title and interest (including without limitation, all rights provided under the law of copyright and trademark) in and to the Merchant's Materials and all names, trademarks, service marks, design marks, symbols and/or other indicia of origin therein throughout the world and in perpetuity, subject to the permissions granted in this Agreement.

MAINTAINING LINKS

You agree to fully cooperate with us in order to establish and maintain the Links between Your Site and the 360Sports Affiliates Site or the Merchant's Site(s). The maintenance and updating of Your Site will be your responsibility. The graphics and/or text associated with the Links to the 360Sports Affiliates Site or the Merchant's Sites will be updated periodically, and it will be necessary for you to update the content of Your Site accordingly on a regular basis. Please be

aware that we have the right to monitor Your Site at any time to determine if you are following the terms and conditions of this Agreement and to notify you of any changes to Your Site that we feel should be made. You are not permitted to mask the destination URL information or use any other technique that may mask or hide the 360Sports Affiliates or the Merchant site URLs.

SMS MARKETING

You are not permitted to promote your own copy for SMS marketing that has not been signed off by 360Sports Affiliates. You are responsible for the contents of your text messages and the consequences thereof. You agree not to use Mobile SMS Marketing to send any text messages without prior 360Sports Affiliates written permission. You agree not to use Mobile SMS Marketing to send any text messages that are not based on customer opt-in or material that are unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or may otherwise constitute a criminal offense, give rise to civil liability or otherwise objectionable material of any kind or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law, regulation or court order. 360Sports Affiliates reserves the right to terminate your account without prior notice if 360Sports Affiliates becomes aware of and determines, in its sole discretion, that you are violating any of the foregoing guidelines.

COMMUNICATION TO MEMBERS

By signing up to 360Sports Affiliates, you agree to receive a variety of material from 360Sports Affiliates and its partners via e-mail or otherwise. If you choose to opt out of our communications 360Sports Affiliates and its Merchants will not be responsible for any damages that may occur from members opting out of communications.

GOOD FAITH

You will not knowingly benefit from known or suspected traffic not generated using accepted Internet marketing practices whether or not it causes 360Sports Affiliates or the Merchant harm. Should fraudulent activity, knowingly or otherwise, arise from a person directed to Merchant's site via your link, we retain the right to retract the commissions paid to you at any time. Our decision in this regard will be final, and no correspondence will be entered into. We reserve the right to retain all amounts due to you under this Agreement if we have reasonable cause to believe that such traffic has been caused with your knowledge

COMMISSIONS AND REFERRAL BONUS

360Sports Affiliates commission is LIFE TIME on Active players. Our commissions are Tier Based, ranging from 15% to 45% of Net Gaming Revenue less any promotional / bonus costs associated.

The Net Gaming Revenue is calculated as follows: Acquired Customers Stakes minus Cash Won – Jackpot Contributions – Bonus – Processing Fees – Royalties – ID/Fraud Checking Fees – Admin Costs – Taxes/Duties/Chargebacks

(Stake) means a sum of money paid by the Acquired Customer to use any of 360Sports Affiliates Services including, without limitation, money paid on sports betting, virtual products, casinos and games

(Tax) We are required by law to apply an applicable Withholding Tax (WHT) on any commission payable. The corresponding amount of WHT will be deducted from the commissions due to you before the payment to you is made.

(Payments) Commission payments are made by the 15th of every month for previous month's commission. For payments requiring invoicing, the cut off date for invoices is the 10th of the month. Please note that commission payments are subject to minimum payment thresholds of US 50 for all payment methods, to the exception of payments into player accounts. In case, the Member (affiliate) does not reach the minimum threshold as required by the method of payment chosen by the Member in any particular month; the commission amount will then be rolled over to the following month until the minimum threshold is reached.

(Eligibility) Your Affiliate account must have a minimum of three (3) active referred customers in the current month (who have transacted/played/placed a stake at least once in that month) otherwise your account shall be set to the minimum commission. Should you have no activity at all for a period of 6 months and no new players join the affiliate program we reserve the right to hold your account and subsequently terminate it.

(Currency) All currencies are purchased from your Naira earnings on the parallel currency market. 360Sports Affiliates 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

We do not carry over negative commissions for the following month(s). We also do not bundle earnings. Each brand is considered a separate business for revenue share purposes.

CONFIDENTIAL INFORMATION

As used herein, "Confidential Information" shall mean all oral or written information, of whatever kind and in whatever form, relating to past, present or future products, software, research, development, inventions, processes, techniques, designs or other technical information and data, and marketing plans (including such information of third parties that a party hereto is obligated to hold as confidential), provided that such information has been reasonably identified as or could be reasonably considered to be proprietary or confidential, that either party:

(a) may have received prior to the date of this Agreement, whether directly from the other or indirectly from third parties; or

(b) may receive hereunder from the other. Each party agrees that, with respect to its receipt of Confidential Information of the other party, it shall:

(i) use the same care and discretion to prevent disclosure of such Confidential Information as it uses with similar Confidential Information of its own that it does not desire to disclose, but in no event with less than a reasonable degree of care;

(ii) accept such Confidential Information and use such Confidential Information only for the purposes permitted hereunder; and

(iii) restrict disclosure of Confidential Information solely to those of its employees and agents who have a need to know and are obligated not to disclose such Confidential Information to any third parties.

The foregoing restrictions shall not apply to information that:

- (a) is or hereafter becomes part of the public domain through no wrongful act, fault, or negligence on the part of the recipient;
- (b) the recipient can reasonably demonstrate is already in its possession and not subject to an existing agreement of confidentiality;
- (c) is received from a third party without restriction and without breach of this Agreement;
- (d) was independently developed by the recipient as evidenced by its records; and
- (e) The recipient is required to disclose pursuant to a valid order of a court or other governmental body; provided, however, that the recipient shall first have given notice to the disclosing party and shall give the disclosing party a reasonable opportunity to interpose an objection or obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. The termination of this section 4 shall survive the termination of this Agreement.

LIABILITY

The Member acknowledges that 360Sports Affiliates does not advocate or endorse the purchase or the use of any services offered by the Merchant through the Merchant's sites or through its software, nor does it guarantee the quality, fitness, or results of any such service or compliance with any law or regulation. The Merchant represents and warrants that:

- (a) The Merchant has the right to enter into this Agreement and to grant the rights and licenses granted herein; and
- (b) The Merchant's software, and the reproduction, distribution, transmission, public performance and public display of the Merchant's Material in connection with the Member site, do not:
 - (i) invade the right of privacy or publicity of any third person; or
 - (ii) contain any libellous, obscene, indecent or otherwise unlawful material.

The Member represents and warrants that:

1. The Member has the right to enter into this Agreement;
2. The Member site does not, and the reproduction, distribution, transmission, public performance and public display of the Member Materials as permitted herein, do not:
 - (i) invade the right of privacy or publicity of any third person,
 - (ii) contain any libellous, obscene, indecent or otherwise unlawful material, or
 - (iii) infringe any patent, copyright or trademark rights in any jurisdiction; and

TERM AND TERMINATION

The term of this Agreement will begin when you download a banner and link it to our site or the Merchant's Site(s) and will be continuous unless and until either party notifies the other in writing that it wishes to terminate the Agreement, in which case this Agreement may be terminated immediately. TERMINATION IS AT WILL, FOR ANY REASON, BY EITHER PARTY. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification. Upon termination:

- * You must remove the 360Sports Affiliates or Merchant's banner/s from your site and disable any links from your site to ours and theirs.
- * All rights and licenses given to you in this Agreement shall immediately terminate.
- * You will be entitled only to those unpaid referral fees, if any, earned by you on or prior to the date of termination. You will not be entitled to referral fees occurring after the date of termination.
- * If you have failed to fulfil your obligations and responsibilities, we will not pay you the referral fees otherwise owing to you on termination.
- * We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.
- * If we continue to permit activity (generation of revenue) from customers after termination, this will not constitute a continuation or renewal of this Agreement or a waiver of termination.
- * You will return to us any confidential information, and all copies of it in your possession, custody, and control and will cease all uses of any trade names, trademarks, service marks, logos and other designations of our Merchants.
- * You and we will be released from all obligations and liabilities to each other occurring or arising after the date of such termination, except with respect to those obligations which by their nature are designed to survive termination, as set out in this Agreement. Termination will not relieve you from any liability arising from any breach of this Agreement which occurred prior to termination

WE MAY TERMINATE THIS AGREEMENT IF:

360Sports Affiliates may choose to cancel an affiliate's participation in the program, at its absolute discretion, if the affiliate is in breach of this contract or if it reasonably believes the affiliate to have behaved in such a manner contrary to the terms or intent of the program. If the affiliate ceases to be a member of the affiliate network, 360Sports Affiliates reserves the right to terminate this agreement.

Unsuitable sites may include those that: are aimed at children, promote sexually explicit materials, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, or violate intellectual property rights.

For the avoidance of doubt, termination of the agreement will cease any commission payment that may be earned by the Member from net gaming revenue generated post the termination of the agreement.

RISK ALLOCATION

360Sports Affiliates will be liable to the other party (nor to any person claiming rights derived from the other party's rights) for incidental, indirect, consequential, special, punitive or exemplary damages of any kind — including lost revenue or profits, loss of business, or loss of data — arising out of this Agreement (including without limitation as a result of any breach of any warranty or another term of this Agreement), regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility thereof. Furthermore any liability which could arise in connection with this agreement shall never 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.

ACKNOWLEDGEMENT OF NO WARRANTY

The program, the product site, any products and services offered on our websites, any links, link formats, content, domain names and logos, and all technology, materials, data, images, text, and other information and content provided or used by or on behalf of 360 Sports Affiliates or its partners or licensors in connection with the program are provided “as is.”

Neither 360Sports Affiliates 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. Except as expressly provided herein, neither party warrants that their respective websites will perform in the manner expected or without interruption, error, or defect, or that any revenue to either party will result from the activities contemplated by this Agreement. Except as expressly set forth in this agreement, neither party makes any warranties of any kind, express or implied, including warranties of merchantability or fitness for a particular purpose or warranties against infringement of any intellectual property rights not specifically enumerated.

ASSIGNMENT

Except as otherwise provided herein, neither 360Sports Affiliates nor the Member may assign this Agreement or any of its rights or delegate any of its duties under this Agreement, without the prior written consent of the other. Any purported assignment or delegation without such required consent shall be null and void.

GOVERNING LAW

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.

Notwithstanding anything to the contrary in this Agreement, 360Sports Affiliates may seek injunctive or other relief in any state or national court of competent jurisdiction for any actual

or alleged infringement of 360Sports Affiliates's or any other person or entity's intellectual property or proprietary rights.

SINGLE ACCOUNT

The Member agrees to operate a single Member site with the Merchant's Site(s). If 360Sports Affiliates should discover, using information it deems appropriate in the circumstances, that the Member is operating more than one Member account, this Agreement shall terminate, and the Member will forfeit all rights to commissions and referral bonuses. Several sites may be registered to the one account; however, the placement of any site banner on a new site, under the 360Sports Affiliates Members Program, MUST be reported by the Member and cleared by the 360Sports Affiliates Support Team beforehand, and failure to do so may result in the termination of the Member's account. The Member will also forfeit all rights to commissions and referral bonuses.

INDEPENDENT CONTRACTORS

360Sports Affiliates and the Member are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between 360Sports Affiliates and the Member. Neither party has the authority to enter into Agreements of any kind on behalf of the other party.

DISCLAIMER

It is the Member's responsibility to declare taxes from their Member's profits, according to their country's regulations. It is the merchant's responsibility to pay its members, and 360Sports Affiliates will not be held responsible for the actions of its merchants in regards to the payment of its members. 360Sports Affiliates is also not responsible for the way cookies are tracked on the Merchants site or on the member's site. The maintenance of the cookie/tracking code is the responsibility of the Merchant. 360Sports Affiliates is strictly a housing software that displays the results of the tracking for its members

WAIVER

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

MODIFICATIONS

360Sports Affiliates may modify any of the Terms and Conditions outlined in this Agreement by posting the modified Terms of Use at www.360SportsAffiliates.com or at another site it chooses, and by notifying the Member of the modifications via an email notice. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures, commission structure, payment threshold and referral program rules.

IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.