

## **VLW Partners General Terms and Conditions**

This affiliate agreement (the “Agreement”) sets out the complete terms and conditions between MIBS N.V, Zuikertuintjeweg Z/N (Zuikertuin Tower), Willemstad, Curacao (“MIBS N.V”), and on the second part, the individual or entity stated in the Affiliate Sign up Form (an “Affiliate”) for the VLW PARTNERS affiliate program (the “Affiliate Program”).

It is important that you read and understand this Agreement. By completing an application to join the Affiliate Program you are – subject to MIBS N.V approval of your application – agreeing to the terms and conditions of this Agreement. If you do not agree to the following terms and conditions you should discontinue your application.

Notices to the Affiliate concerning any such alteration in the Affiliate Program and/or this Agreement shall be made in writing and will take effect fourteen (14) days’ after such notice in writing is deemed to have been received under this Agreement. The Affiliate’s continued participation in the Affiliate Program, including but not limited to acceptance of any commissions from the Company, after such change notice is deemed to have been received under this Agreement, will always be deemed as a binding irrevocable accept of the new terms and conditions and/or other changes in the Affiliate Program.

If you have any queries or questions in relation to this Agreement, or wish to notify MIBS N.V of any matter related hereto, you may contact us at [info@vlwpartners.com](mailto:info@vlwpartners.com)

1.1 In this Agreement, the following expressions shall have the following meanings:

“Admin Fee” includes jackpot contribution, game licenses, game royalties, finance fees and applicable taxes;

“Affiliate” means you; the individual or entity stated in the Affiliate Sign up Form who has signed up to the VLW Partners program in order to promote VLW partners brands through Affiliate’s links;

“Affiliate Payment” means any Revenue Share, Hybrid Payments and/or CPA Payments;

“Affiliate Program” means an Internet marketing practice that connects businesses selling products online with websites related to those products. The websites are run by third parties who sell products and services for the Internet company and in return receive a commission;

“Application” means your application to join the Affiliate Program via the Affiliate Program Site;

“VLW Partners” means together, or individually as the context requires MIBS N.V and/or the website at [www.vlwpartners.com](http://www.vlwpartners.com) and its advertised program;

“Brands” means:

- VLW.bet

These Brands are the names, concepts or identities that are generally, and from time to time, recognized in the public domain worldwide and remain the sole property of VLW Partners or its Group Company or of those third parties who, by virtue of a marketing agreement with MIBS N.V, markets the Group Company’s services under their own brand name.

“Business Day” means any day (excluding Saturdays and Sundays) which is not an official public holiday in Curacao

“CPA Payments” means the CPA reward payments described in clause 4.5;

“Commencement Date” means the date on which VLW Partners confirms that your application to join the Affiliate Program has been accepted;

“Confidential Information” means all information in any form relating to a party (and any Group Company in the case of MIBS N.V (the “Disclosing Party”) that is directly or indirectly disclosed to the other party (the “Receiving Party), including any personal data and/or customer data, by any of the Disclosing Party’s employees, professional advisers or contractors before or after the Commencement Date;

“Customers” refers to a user who satisfies each of the following: (1) is a new end user who originates from your Tracking Code via your website, email newsletter or other method acknowledged and approved by us; (ii) uses the tracking mechanism connected to a Property site and registers with that Property site; and (iii) opens a player account as a result of registering with the Property site;

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor acting in good faith;

“Group Company” means MIBS N.V and any corporate entity which is from time to time a holding company of that company, a subsidiary of that company or a subsidiary of a holding company of that company and shall include any company in which a Group Company has a shareholding of 50% or more;

“Hybrid Payment” means the hybrid payments described in clause 4.6;

“Immediate family” means your spouse, partner, parent, child or sibling;

“Internet Site” means your website or websites located at the web address(es) provided to VLW Partners in your Application or subsequently changed from time to time and notified to VLW Partners via the Affiliate Program Site;

“IPR” means any and all patents, trademarks, service marks, rights in designs

(including semi-conductor topography design rights and circuit layout rights), get-up, trade, business or domain names, goodwill associated with the foregoing, e-mail address names, copyright including rights in computer software (in both source and object code) and rights in databases (in each case whether registered or not and any applications to register and rights to apply for registration of any of the foregoing), rights in inventions and web-formatting scripts (including HTML and XML scripts), know-how, trade secrets and other intellectual property rights which may now or in the future subsist in any part of the world including all rights of reversion and the right to sue for and recover damages for past infringements;

“Property Sites” The following properties participate in the VLW Partners Program. As part of VLW Partners efforts to maintain the integrity of the Properties’ Sites, all websites deemed a copy of any of the Properties’ Sites, including and not limited to the sites below, will be asked to remove all suspect/plagiarized content.

- [www.vlw.bet](http://www.vlw.bet)
- [www.vlwpartners.com](http://www.vlwpartners.com)

A website will be classed as having enough similar content to jeopardize a Property’s Sites in any of the search engines if there is as little as 15% copied content. Should the copy not be updated within 5 working days, your Affiliate Account and all Affiliate payments will be suspended pending review of the situation.

“Tracking Code” means codes downloaded from the Affiliate Program Site that link to the property sites webpages or any other site owned or controlled by MIBS N.V or any Group Company;

“Tracking Links” means hypertext links (either a banner or text link) downloaded from the Affiliate Program Site that link to the property sites webpages or any other site owned or controlled by MIBS N.V or any Group Company;

“Net Casino Winnings” means total winnings from Customers (stakes received less winnings paid out) made by the casino product accessible via the brands that fall under the VLW Partners program less any payments to third party software providers, the cost of any promotional offers (including any sign up bonuses), any jackpot contributions, adjustments made for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise;

“Parties” means the parties to this Agreement;

“Revenue Share” means the revenue share payments described in Clause 4.3;

1.2 In this Agreement (except where the context requires otherwise)

(a) any phrase introduced by the terms including, include, in particular, or any similar

expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(b) the singular includes the plural and vice versa; and

(c) reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute.

1.3 In consideration of you making the Tracking Links available on the Internet Site and subject to the terms and conditions of this Agreement, VLW Partners will procure that you are granted a non-exclusive, non-transferable, terminable licence to use the Tracking Links on the Internet Site solely for your internal business purposes and in accordance with such other limitations and restrictions as set out in this Agreement.

2.1 It is a condition of this Agreement that you will not do any of the following:

(a) display the Tracking Links other than on the Internet Site;

(b) display the Tracking Code in any offline media without VLW Partners' prior written approval;

(c) display data from the Tracking Links via any electronically accessible medium other than the Internet Site without the express written consent of VLW Partners;

(d) do anything that would cause VLW Partners to believe that a Customer has clicked through the Tracking Links to register for an account when that is not the case, sometimes known as 'cookie stuffing'; and/or

(e) use the Tracking Links or Code in a way which proves or is likely to prove detrimental to VLW Partners such as purposefully hiding referral URL's for customers referred to VLW Partners brands.

3.1 You warrant and undertake that:

(a) you have full capacity and authority to enter into this Agreement and any other documents executed by you that may be associated with this Agreement;

(b) you will at all times conduct yourself with all due skill, care and diligence, including Good Industry Practice, and in accordance with your own established procedures and all applicable laws, enactments, orders, regulations and other similar instruments;

(c) you will comply with VLW Partners security guidelines and requirements as may be issued by VLW Partners from time to time whether in writing or otherwise;

(d) all information you provided in your Application is correct and that you will notify VLW Partners promptly of any changes;

(e) you will promptly change the address of the Internet Site on request by VLW

Partners;

(f) you will keep secret and not allow anyone else to use your login and password details for the Affiliate Programme Site;

(g) the Tracking Links will not be placed on any part of the Internet Site which may be aimed at people under 18 years of age;

(h) you will not directly or indirectly offer any potential Affiliate or Sub-Affiliate any incentive (including payment of money or other benefits) to use the Tracking Links or Code;

(i) you have obtained and will maintain in force all necessary registrations, authorisations, consents and licences to enable you to fulfil your obligations under this Agreement and that you will fully comply with all applicable laws and regulations including any advertising codes;

(j) the Internet Site will not contain any material which is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights and shall not link to any such material;

(k) you will not seek to challenge the validity of IPR belonging to VLW Partners or any Group Company;

(l) you will use all reasonable endeavours to display the Tracking Links and Code on the Internet Site without interruption for the duration of this Agreement;

(m) you will ensure that all communications originating from you relating to VLW Partners or our properties make it clear that such communications are sent by and on behalf of you (and not from or on behalf of VLW Partners or our properties);

(n) you will not edit, alter or amend any marketing, promotional and/or creative materials which have been produced by or on behalf of VLW Partners;

(o) you will not encourage or assist any Affiliates to breach any terms and conditions agreed to when opening an account with VLW Partners or a Group Company;

(p) you will not, and you will not encourage or assist any Affiliates to, engage in behaviour which in VLW Partners reasonable opinion breaches the terms or abuses the spirit of a promotion, competition, tournament or offer operated by VLW Partners or a Group Company; and

(q) The Affiliate shall not utilise and shall not allow any third party to utilise any website having a domain name that contains any of the Brands or their variations or misspellings without the relevant owners' permission, whether by way of linking, redirecting traffic or otherwise.

The Affiliate shall not engage in any marketing by way of PPC (pay-per-click), sponsored links, search engines' keywords, AdWords or similar promotion which

utilizes any of the Brands or which are identical or similar to any of the trademarks or trade names from time to time or include the keywords VLW or any other variation such as but not limited to:

VLW  
VLW.BET

in combination to, but not limited to, any of the following:

Casino, and any synonyms or possible local language variations;

Bonus, and any synonyms or possible local language variations;

Free, and any synonyms or possible local language variations;

Offers, promotion, and any other synonyms or possible local language variations;

Betting, gambling, and any other synonyms or possible local language variations;

Games, slots, pokies, and any other synonyms or possible local language variations;

Voucher, bonus code, and any synonyms or possible local language variations;

Deposit, payment, and any other synonyms or possible local language variations;

Free spins, and any synonyms or possible local language variations.

The Affiliate is required to use as negative keywords the following keywords in all online paid advertising (PPC, CPC, etc.):

VLW  
VLW.BET

The Affiliate shall not assert the invalidity, enforceability, or contest the ownership of the marks in any action or proceeding of whatever kind or nature and shall not take any action which may prejudice the relevant owner's rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

If we discover that any Affiliate has breached these guidelines and referred Customers by inappropriate usage of the relevant Intellectual Property, reasonable adjustments may be made to the Customers' accounts or the partnership between MIBS N.V and the relative Affiliate may be terminated if MIBS N.V do not approve the marketing methods, or cannot come to a reasonable agreement for the compensation of breaching these terms.

The Affiliate shall not be under eighteen (18) years of age and must be able to provide copies of identification documents, proof of billing address and any other documents as may be requested by VLW Partners at its sole discretion. VLW Partners may terminate this Agreement immediately upon notice if you refuse to provide the required documents or if you are found to have provided false or

misleading information.

### 3.2 You agree that:

(a) you or your Immediate Family may not become Customers and you shall not be entitled to any payment under this Agreement in relation to such persons;

(b) VLW Partners may monitor the Internet Site to ensure you are complying with the terms of this Agreement and you will provide VLW Partners with all data and information – including passwords – to enable VLW Partners to perform such monitoring at no cost to VLW Partners;

(c) the Electronic Commerce (EC Directive) Regulations 2002 will not apply to this Agreement; and

(d) all Customer data and information shall belong exclusively to VLW Partners

### 3.3 You warrant that:

(a) you are not and have never been engaged in any activity, practice or conduct which would constitute an offence; and

(b) you have not been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or any customer regarding any offence or alleged offence, and no such investigation, inquiry or proceedings have been threatened or are pending and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings.

3.4 The appearance and syntax of the hypertext transfer link constitute the only authorised and permitted representation of the Property Sites. You may only use banners retrieved from the 'VLW Partners' back office and you may not alter their appearance.

3.5 You will not benefit from known or suspected traffic generated in bad faith whether or not it actually causes the Property Sites damage. All amounts due to you under this Agreement may be retained if we have reasonable cause to believe that such traffic has been caused with your knowledge.

4.1 In consideration of the display of the Tracking Links and Code and introducing Customers, you will be entitled to payment on the following terms.

4.2 You will be able to indicate your initial preferred payment option ("Commission Option) upon having been approved to join the program. The chosen option will be confirmed by VLW Partners once VLW Partners accepts your Application.

4.3 Subject to these terms, if you select a "Revenue Share", VLW Partners shall pay you in respect of each Customer:

(a) the applicable percentages of Net Casino Winnings for as long as a Customer has an account with VLW Partners brands or a Group Company.

4.4 If you select a CPA Payment VLW Partners shall pay you the selected payment or current standard payment which is payable in accordance with the terms on the Affiliate Programme Site.

(a) You shall be entitled to a one-off commission based on a number of new depositing players directed to our brands who have successfully met minimum deposit, wagering and/or other requirements as per prior agreement. These amounts are at the discretion of VLW Partners and we reserve the right to change these amounts with prior written notice at any time.

(b) All CPA deals are subject to a 24 hours termination policy.

(c) VLW Partners decision with regards to this will be considered final and no further correspondence will be entered into. Right of admission to the CPA programme will be reserved at all times and for any reason. If we determine, in our sole discretion, that you are enrolled in the CPA programme to benefit from it by referring players that we deem not legitimately interested in our products or services or of a similar average value to our current players, we reserve the right to terminate your participation in the programme with immediate effect. Should this occur, from the moment of your notification, your CPA payment generated on existing or new referred players will be forfeited and considered null and void with no further correspondence entered into.

4.5 If you select a Hybrid Payment VLW Partners shall pay you:

(a) the selected hybrid CPA payments payable in accordance with the terms on the Affiliate Programme Site;

(b) the selected "Revenue Share" percentages of Net Casino Winnings for as long as each Customer has an account with VLW Partners brands or a Group Company.

4.6 VLW Partners may withdraw a Commission Option at any time by giving notice to you. You will then be required to select another Commission Option via the Affiliate Programme Site which will apply to any Customers whose date of first registration is on or after your date of selection.

4.7 You will be able to review statements showing the number of Customers introduced by you via the Tracking Links or using the Code and Affiliate Payments, if any, which have accrued over the course of the calendar month, using the Affiliate Program Site. Such statements are for information purposes only. VLW Partners will endeavour to ensure that such statements will be updated daily but is under no obligation to do so. Provided that you have reached the threshold set out in clause 4.10, VLW Partners will, at the first day of the calendar month, inform you of the amount of the Affiliate Payments, if any, for the preceding calendar month (the "Amount Due").

4.8 In the event that the Amount Due for a calendar month is a negative amount, VLW Partners will not carry forward or set off such negative amount against Amounts Due for future months which would otherwise be payable to you. If the

Amount Due for a particular calendar month does not exceed 100 EUR, VLW Partners will be entitled to withhold and carry forward such amount to the end of the next calendar month in which the Amount Due (including any sums carried forward in this way) exceeds 100 EUR, at which time payment shall be made in accordance with clause 4.11.

4.9 All payments made to you by VLW Partners under this Agreement are

(a) deemed exclusive of any VAT or other tax payable

(b) will be paid in Euros

(c) Affiliate payments will be made on a monthly basis approximately between the 15th and the end of each month for the amount due for the preceding calendar month, providing the payment exceed the agreed minimum monthly amount, -or this balance will remain on the account until such month minimum amount has been reached.

(d) Affiliate is responsible for providing the correct payment details.

4.10 Unless agreed in writing by the Company's Head of Affiliates, any changes to an Affiliate's Commission Option will only be applicable to New Customers and not previously referred customers.

4.11 You shall incorporate and prominently and continually display the most up-to-date links provided by VLW Partners on all pages of your website in a manner and location agreed by VLW Partners and you shall not alter the form, location or operation of the links without our prior written consent.

4.12 In the event that a Customer:

(a) has been introduced in breach of any term of this Agreement;

(b) makes an initial deposit which is subject to a chargeback or which is reversed for any other reason;

(c) uses your code or that of a member of your Immediate Family (or the code relating to any similar or replacement VLW Partners customer referral scheme) when signing up for an account;

(d) fails any identity or credit checks carried out by VLW Partners or on its behalf;

(e) is located in a territory from which the VLW Partners and its Group Companies does not accept customers; or

(f) has their account closed within 25 Business Days of the account opening (for any of the reasons above) you will not be entitled to receive any Affiliate Payments in respect of such Customer. The company is obliged to communicate this promptly and the affiliate can request evidence of such closure if applicable. In the event that any such payment has already been made to you in respect of such Customer you

will promptly repay the amount paid on receiving notice from VLW Partners. VLW Partners will be entitled, but not obliged, to set-off any amount owed as a result against future Affiliate Payments.

#### 4.13 Large Winners Policy

The following Large Winners Policy shall apply under the Affiliate Program. Negative Commissionable revenue generated in any given month by any Customers who VLWPartners, in its sole discretion, determine to be "High Rollers" will be carried forward and offset against future commissionable revenue generated by Customers referred by an Affiliate until such negative commissionable revenue is cleared. The determination of the criteria to categorize a Customer as "High Roller" shall be in VLW Partners sole discretion, and VLW Partners sole responsibility in this regard shall be to advise the Affiliate of the categorisation of any Customers referred by the Affiliate as the same by way of amendment to these terms and conditions. Current criteria for determining High Roller policy is:

4.13.1. if in any given month a Customer generates negative commissionable revenue of at least €10,000, and the aggregate commissionable revenue in that month (for the brand) for that Affiliate is negative, then such Customer shall be deemed to be a High Roller;

4.13.2. if both of the above criteria are met (4.14.1) 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;

4.13.3. the negative balance carried forward cannot be set-off against other Customers' positive commissionable revenue;

4.13.4. the negative balance carried forward cannot be greater than the total aggregate negative commissionable revenue for the Affiliate, for that month;

4.13.5. if there is more than one High Roller, the negative balance carried forward will be split proportionally between them; and

4.13.6. The negative balance of a High Roller will be reduced by future positive commissionable revenue that they generate in subsequent months.

4.13.7. Progressive wins do not fall into this category as this payout is taken from a progressive funds pool.

5.1 In addition to payments to be made under clause 4 above, where a new affiliate registers for the Affiliate Programme for the first time via the Tracking Links (a "Sub-Affiliate) you will be entitled to a payment equivalent to the percentage notified to you via the Affiliate Programme Site, of any payments made to such Sub-Affiliate under its affiliate agreement with VLW Partners.

5.2 Sub-Affiliates may not be directly or indirectly owned or controlled by you or your Immediate Family and you shall not be entitled to any payment under this Agreement in relation to such a Sub-Affiliate.

5.3 In the event that any Affiliate Payment to a Sub-Affiliate is reclaimed under the terms of its agreement with VLW Partners or payments are made to you in breach of clause 5.2 above you will promptly repay the amount paid on receiving notice from VLW Partners. VLW Partners will be entitled, but not obliged, to set-off any amount owed as a result against future payments under this Agreement.

5.4 All payments under clause 5 will terminate when payments to the relevant Sub-Affiliate end for whatever reason.

5.5 VLW Partners may change the level of any payment due under clause 5.2 above in respect of future Sub-Affiliates you refer at any time by giving notice to you.

5.6 Payments under clause 5 will be made in accordance with clauses 4.9 to 4.13 above.

6.1 VLW Partners makes no representation that any of its services, or those provided by any Group Company, will be uninterrupted or error-free and, to the fullest extent permissible by law, it will not be liable for the consequences of any such interruptions or errors.

6.2 If there is a pending payment due to an Affiliate for a period of one (1) year or more as a result of incorrect payment details, missing payment details, invalid or no-longer-valid payment details and the Affiliate has not responded to all reasonable contact attempts made by the Company, the payment will be cancelled.

7.1 All IPR in the Tracking Links belongs to MIBS N.V or its Group Companies. All IPR in any third-party materials shall belong to the third party owner thereof.

7.2 Nothing in this Agreement purports to grant a licence, provide any warranty or offer any indemnity in respect of any data that is not owned by VLW Partners or a Group Company. In the event that you require access to any such data, you agree that you will give VLW Partners an opportunity to secure rights to the same and (if it becomes necessary to do so) you will pay the costs of securing a licence to the same from the relevant third party data owner or either party may terminate this Agreement immediately.

7.3 Each party shall immediately notify the other party if any claim or demand is made or action brought against it for any infringement or alleged infringement of any IPR which may affect the supply or use of the Tracking Links.

8.1 You acknowledge that the security of VLW Partners data and its systems is fundamental to the business of VLW Partners and its Group Companies, and if you become aware of a breach or potential breach of security relating to the Tracking Links, you will immediately notify VLW Partners of such breach or potential breach and use your best endeavours to ensure that any potential breach does not become an actual breach and/or to remedy any actual breach and its consequences.

8.2 You warrant that you will at all times comply with the provisions of the EU Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC

Directive) Regulations 2003 and any subsequent European Union legislation in relation to the protection of personal data and any similar or equivalent legislation in any other relevant jurisdiction, which is applicable to the Internet Site and your activities.

9.1 During the term of this Agreement and after termination or expiration of this Agreement, each party shall not use any Confidential Information belonging to the other party for any purpose other than in pursuance of its rights and obligations under this Agreement nor disclose any of the other party's Confidential Information to any person except with the prior written consent of the other party and shall follow Good Industry Practice to prevent the use or disclosure of the Confidential Information. This obligation will not apply to any Confidential Information that

(a) has come into the public domain other than by breach of this Agreement, or any other duty of confidence;

(b) is obtained from a third party without breach of this clause or any other duty of confidence;

(c) has been disclosed to a party by a third party, other than a company within its Group not in breach of any duty of confidence;

(d) is trivial or obvious;

(e) is required to be disclosed by law or other regulatory requirement provided notice is given to the other party prior to disclosure where legal to do so; or

(f) is in the possession of the Party at the time the Confidential Information was disclosed to it by any other party or which is independently developed without reference to any Confidential Information of the other party.

9.2 Each party may disclose any Confidential Information to its directors, other officers, employees, advisers and sub-contractors and to those of any company in its Group to the extent that such disclosure is reasonably necessary in order to comply with its obligations under this Agreement and provided that they are subject to equivalent confidentiality obligations as those set out in this clause.

9.3 On termination of this Agreement each party shall (on request) deliver up to the other party or destroy all copies of Confidential Information in its possession, and (if so requested) shall use all reasonable endeavours to destroy all copies of Confidential Information stored electronically except to the extent that it is obliged to retain such information under any law, regulation or licence condition applicable to that party or any company in its Group.

9.4 The parties shall together determine the content of any communications concerning the relationship between the parties. Such communications shall be issued at a time and in a manner agreed by the parties. You will indemnify and hold harmless VLW Partners, and its Group Companies from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if

applicable) and liabilities suffered or incurred, directly or indirectly, by VLW Partners or its Group Companies in consequence of any breach by you of your obligations under this Agreement.

10.1 Save as provided by statute and to the fullest extent permitted by law, the following provisions set out the entire liability of VLW Partners, and its Group Companies (including any liability for the acts and omissions of its employees, agents and sub-contractors) to you whether in contract, tort, statute, equity or otherwise:

(a) you acknowledge and agree that (except as expressly provided in this Agreement) the Tracking Links, Affiliate Program Site and all VLW Partners and its Group Companies products are provided "AS IS" without warranties of any kind (whether express or implied);

(b) all conditions, warranties, terms and undertakings (whether express or implied), statutory or otherwise relating to the delivery, performance, quality, accuracy, uninterrupted use, fitness for purpose, occurrence or reliability of the Tracking Links or the Affiliate Programme Site are hereby excluded; and

(c) neither VLW Partners nor its Group Companies will be liable to you for any losses relating to your use of the Links or the Affiliate Programme Site or any breach of this Agreement by VLW Partners including loss of profits (whether direct or indirect), revenues, goodwill, anticipated savings, data or any type of special, indirect, consequential or economic loss (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or VLW Partners or its Group Companies had been advised of the possibility of you incurring such loss.

10.2 No exclusion or limitation set out in this Agreement shall apply in the case of:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury resulting from the negligence of any party or any of its employees, agents or sub-contractors; and/or

10.3 The time limit within which you must commence proceedings against VLW Partners to recover on any claim shall be 6 months from the date you become aware or should reasonably have become aware of the relevant breach that would form the subject of the claim.

11.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 15 Business Days, the party not affected may terminate this Agreement immediately by giving notice to other party.

11.2 This Agreement shall commence on the Commencement Date and, subject to

clause 11.2, shall continue until either party serves 20 Business Days' written notice of an intention to terminate.

11.3 VLW Partners may terminate this Agreement immediately in the event that:

(a) the Affiliate breaches any of the terms of this Agreement which, in the case of a breach capable of remedy, has not been remedied within five (5) Business Days of receipt of a notice from VLW Partners specifying the breach and requiring its remedy;

(b) the Affiliate suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due, begins negotiations for or makes any voluntary arrangement with its creditors, becomes subject to an administration order, has an administrative receiver or receivers appointed in respect of the whole or any part of its assets, goes into liquidation (voluntary or otherwise save for any voluntary liquidation entered into solely for the purposes of a bona fide reconstruction or amalgamation);

(c) the Affiliate is made the subject of a bankruptcy petition or order;

(d) the Affiliate ceases or threatens to cease carrying on its business;

(e) the Affiliate, in VLW Partners opinion, is in breach of the terms of any applicable advertising code of practice including but not limited to the CAP code and any voluntary codes VLW Partners has agreed to abide by;

(f) VLW Partners ceases to accept Customers from or to advertise in any jurisdiction which is targeted by the Internet Site; or

(g) fails to change the web address of the Internet Site on VLW Partners request in accordance with clause 3.1(e).

11.4 Clauses 11.2(b) and (c) will apply if any event occurs, or proceeding is taken, with respect to the Affiliate in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in those clauses.

12.1 Except as set out in clause 12.3 below, termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued prior to termination.

12.2 On termination of this Agreement all licences granted to the Affiliate pursuant to this Agreement will immediately terminate.

12.3 If VLW Partners terminates this Agreement under clause 11.2 or you terminate this Agreement under clause 11.1 (except when you do so following a material variation to the terms of the Agreement as provided herein) you will not be entitled to receive any further payments pursuant to clauses 4 and 5 following such termination.

12.4 Clause 9 together with any other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement will survive termination of this Agreement for whatever reason.

13.1 You will not assign, novate, declare a trust of or otherwise dispose of this Agreement, or any part thereof, without the prior written approval of VLW Partners.

13.2 VLW Partners may assign or sub-contract any of its rights and obligations under this Agreement to a Group Company at any time without giving notice to you.

14.1 This Agreement constitutes the entire and only Agreement between the parties with regards to its subject matter and the parties confirm that they have not been induced to enter into this Agreement in reliance upon, nor has it been given, any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

15.1 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute:

(a) the parties as a partnership, association, joint venture or other co-operative entity;  
or

(b) any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

16.1 No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the parties.

16.2 No failure or delay by a party to exercise any of its rights under this Agreement shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

17.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the laws of Curacao and the parties hereby irrevocably submit to the jurisdiction of the courts of Curacao.