

## **Terms and Conditions**

It is very important that you read and understand these terms and conditions. By ticking the box indicating your acceptance of these terms and conditions, you are agreeing (subject to our approval of your application) to the terms and conditions below. If you have any questions regarding our affiliate program or these terms and conditions please contact us at affiliate [at] 777mobile.com.

### **1. This Agreement**

1.1 This document (the "Agreement") sets out the terms and conditions agreed between us, V.S. Advanced Visual Technologies Ltd. (a company registered in Cyprus, and whose registered office is at 1 Avlonos St. Nicosia, Cyprus and in PO Box 5048, London WC1N 3XX UK ("777 mobile", "we" "us" or "our" as applicable) and you (being the person set out on the relevant application form) ("you" or "your" as applicable), regarding your application to join (and if your application is successful, your membership of) our affiliate program and to promote the websites and/or WAP site currently situated at the URL [www.777mobile.com](http://www.777mobile.com) and [wap.777mobile.com](http://wap.777mobile.com), you are signed up to promote (to be referred to from hereon in as the "777mobile Site") and the creation of internet and WAP mobile hyperlinks from your website(s) (the "Partner Site") to the 777mobile Site (the "Links").

1.2 This Agreement replaces all previous terms and conditions for our affiliate program.

1.3 We may change all or any part of this Agreement at any time. Notice of any changes will be given by message to your email address 7 days in advance of any such changes. If you do not agree to the changes you should terminate this Agreement in accordance with its terms. We will publish details of any changes to the terms and conditions in clause 14 below. Your continued participation in our affiliate program after we have posted the changes will constitute binding acceptance of such changes.

1.4 You acknowledge and agree that regulations 9(1) and 9(2) (Information to be provided by electronic means), 11(1) (placing of the order) of the Electronic Commerce (EC Directive) Regulations 2002 shall not apply to or have any effect on this Agreement

### **2. Interpretation**

2.1 In this Agreement (except where the context otherwise requires):

2.1.1 clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

2.1.2 the singular includes the plural and vice versa;

2.1.3 any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each

case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists); and

2.1.4 A 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.

### 3. Your Application

To become a member of our affiliate program you will need to accept these terms and conditions by ticking the box indicating your acceptance below and completing and submitting an online application form. The application form will form an integral part of this Agreement. We will in our sole discretion determine whether or not to accept your application and our decision is final and not subject to any right of appeal. We will notify you by email as your application has been successful. If your application is rejected, you may reapply at another time. If your application is successful we will email to you the necessary instructions as to what you must do to include the Links on the Partner Site.

### 4. The Links

4.1 Throughout the Term, you shall prominently incorporate and continually display the most up to date Links provided to you by **777mobile** on the Partner Site in a manner and location agreed between you and us and you shall not alter the form, location or operation of the Links without **777 mobile**'s prior consent. If and when we approve your application, the Partner Site should display the appropriate Links within 4 weeks of being notified that you have been accepted. If you fail to so display the Links we may terminate this Agreement immediately on notice.

4.2 You agree to give **777mobile** your reasonable assistance in respect of the display, access to, transmission and maintenance of the Links.

4.3 You shall ensure that you do not place any Links on pages of the Partner Site aimed at persons under the age of 18 years.

4.4 In the event that you wish to place the Links on websites other than the Partner Site, you must first obtain **777 mobile**'s written consent.

4.5 **777mobile** has the right to monitor the Partner Site to ensure you are complying with the terms of this Agreement and you shall provide **777mobile** with all data and information (including, but not limited to, passwords) to enable **777mobile** to perform such monitoring at no charge.

4.6 If we discover that your use of any Link is not in compliance with the terms of this Agreement, we shall be entitled to take such measures as to render inoperative the Links used by you and to immediately terminate this Agreement without notice to you.

4.7 You may not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service and which are identical or similar to any of 777 mobile's trade marks or trade names from time to time or otherwise include the word "777 mobile" or any variations of each thereof, or include meta tag keywords on the Partner Site which are identical or similar to any of 777 mobile's trade marks or trade names from time to time or otherwise include the word "777 mobile".

4.8 Neither you nor your direct relatives are eligible to become Customers (as defined below) and you shall not be entitled to any share of Net Revenue or any **CPA** Payments (or any other remuneration from 777 mobile) in relation to such relatives or friends. Direct relatives in this context shall include your spouse, partner, parent, child or sibling.

4.9 You shall indemnify on demand and hold harmless us from and against any and all losses, demands, claims, damages, costs, expenses (including, but not limited to, 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 **777mobile** in consequence of any breach by you of clause 4.7 or 4.8.

4.10 You shall not:

4.10.1 directly or indirectly offer any person or entity any consideration or incentive (including, without limitation, payment of money or other benefit) for using the Links on the Partner Site to access the **777mobile** site (e.g. by implementing any "rewards" program for persons or entities who use the Links on the Partner Site to access the **777mobile** site);

4.10.2 read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person or entity;

4.10.3 in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of the **777mobile** site;

4.10.4 Engage in transactions of any kind on the **777mobile** site on behalf of any third party, or authorize, assist, or encourage any other person or entity to do so;

4.10.5 Take any action that could reasonably cause any end user confusion as to our relationship with you, or as to the site on which any functions or transactions are occurring;

4.10.6 Other than providing the Links on the Partner Site in accordance with this Agreement and any promotion contemplated by clause 4.11, post or serve any advertisements or promotional content promoting the **777mobile** site;

4.10.7 post or serve any advertisements or promotional content promoting the **777mobile** site or otherwise around or in conjunction with the display of the **777mobile** site (e.g., through any "framing" technique or), or assist, authorize or encourage any third party to take any such action;

4.10.8 Attempt to artificially increase monies payable to you by 777 mobile;

4.10.9 cause the **777mobile** site (or any page thereof) to open in a visitor's browser other than as a result of the visitor clicking on a Link on the Partner Site; or

4.10.10 attempt to intercept or redirect (including, without limitation, via user-installed software) traffic from or on any website that participates in our affiliate program. If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any monies otherwise payable to you under this Agreement and/or terminate this Agreement.

4.11 If you contact any of your users to promote the **777mobile** site or the Links, you shall make clear in the body of any such communication that such communication is made without the knowledge or involvement of **777mobile** and that any complaint that the relevant user may wish to make should be addressed to you and not 777 mobile.

4.12 You shall at all times comply with the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other related or similar legislation.

4.13 In any event, you shall inform users of the Partner Site ("Users"), via a privacy policy or other appropriate means, that tracking technology will be installed on the Users' hard drive / phone when a User clicks on the Links. You shall provide Users with the opportunity to reject the installation of such tracking technology in accordance with Regulation 6 of the Privacy and Electronic Communications (EC Directive) Regulations 2003.

## **5. 777 mobile' Obligations**

5.1 **777mobile** shall supply you with the Links for inclusion on the Partner Site and may update such Links from time to time.

5.2 Subject to you complying with 777 mobile' instructions with regard to tracking Customers accessing the **777mobile** site via the Links on the Partner Site, **777mobile** shall use its best endeavors to ensure that whenever a Customer (as defined below in clause 6.3) links to the **777mobile** site through the Links on the Partner Site and they subsequently place a bet with 777 mobile, the relevant Customer is identified as originating from the Partner

site. However, **777mobile** shall not be liable to you in any way if **777mobile** is unable to identify a Customer as originating from the Partner Site.

5.3 **777mobile** shall be entitled to exercise any of its rights or complete any of its obligations hereunder (including without limitation its payment obligations pursuant to clause 6) through any company within **777mobile**' Group (as defined below).

## 6. Payment

6.1 You shall be entitled to indicate on your application form to join our affiliate program which payment option you prefer. If you would prefer to receive a share of the Net Revenue (as defined below) then such monies shall be dealt with in accordance with clause 6.2. If you indicate that you would like to receive CPA Payments (as defined below) then such monies shall be dealt with in accordance with clause 6.4.

6.2 If you have indicated on your application form that you wish to receive a share of Net Revenue, then **777mobile** shall pay you (in accordance with the provisions of clause 6.6) the currently published percentage (as detailed on the Revenue share page of your **777mobile** Affiliate account) of Net Revenues (as defined below) received during the Term (as defined below).

6.3 "Net Revenues" shall mean all gross monies received by **777mobile** from Customers through the **777mobile** site less all of the following: (i) monies paid out to Customers as winnings; (ii) monies paid in the form of betting duties or taxes (or reasonable provisions in respect thereof) or other statutory deductions or payments to licensing authorities. (iii) charges levied by electronic payment or credit card organizations; (iv) bad debts; (v) monies attributed to fraud; (vi) returned stakes; (vii) provisions for transactions which are reversed by instruction from the card-holder's bank (commonly referred to as charge-backs); (viii) any monies received from customers who bet with **777mobile** via a platform owned or operated by a third party; (ix) the cost of 'free bonuses' provided to Customers as a promotional or marketing activity; and (x) any Third Party Royalty which any member of **777mobile** must pay in respect of any customers. "Third Party Royalty" shall mean any royalty or revenue share which **777mobile** must pay to a third party in order to lawfully exploit any technology or other product used from time to time on the **777mobile** site. "Customers" shall mean visitors from the Partner Site who enter the **777mobile** site via the Links and who provide registration information to **777mobile** (including without limitation the provision of a valid phone number) and for whom **777mobile** opens an account and such visitor made a deposit with **777mobile** and is not at that time an existing customer of **777mobile**.

6.4 If you have indicated on your application form that you wish to receive CPA Payments, then **777mobile** shall pay (in accordance with the provisions of clause 6.6) a CPA Payment, as detailed on the CPA page of your **777mobile** Affiliate account ("CPA Payments"), inclusive of VAT if applicable, for each New Customer that places a qualifying deposit on the **777mobile** site, provided that **777mobile** receives full payment in respect of such

deposit and such deposit is not placed using any 'free bonus' or other promotion provided by **777mobile** to such Customer.

6.5 **777mobile** shall provide you with statements accessible through the website at "<http://www.777mobile.com/affiliates/index.php>" (the "**777mobile** Affiliates Website") detailing the number of Customers and your share of Net Revenues and/or CPA Payments (as appropriate), if any, which have accrued to you over the course of the calendar month. Such statements shall be updated daily. At the end of a calendar month, **777mobile** shall record your total share of Net Revenues and/or CPA Payments (as appropriate), if any, during the previous calendar month ("Revenue Share"). In the event that a Revenue Share in any calendar month is a negative amount, **777mobile** shall be entitled but not obliged to carry forward and set off such negative amount against future Revenue Shares which would otherwise be payable to you. However **777mobile** shall also be entitled but not obliged to zero the negative balance that would otherwise be carried forward. If a Revenue share does not exceed £ / \$ / € 100 **777mobile** shall be entitled to withhold and carry forward such sum until the end of the first calendar month in which the Revenue Share (including such carried forward sum) exceeds £ / \$ / € 100, at which time payment shall be made in accordance with clause 6. 6. For the avoidance of doubt, you will only receive a payout when there is a positive balance and it is greater than £ / \$ / € 100 in any given month.

6.6 Subject to clause 6.5, at the end of a calendar month, you may raise an invoice for the relevant Revenue Share payable by **777mobile** to you, which shall be paid within 21 working days of receive by **777mobile** of such invoice. However, raising an invoice is not a requirement by you as the relevant Revenue Share payable by **777mobile** to you shall be automatically raised and paid out (in accordance with clause 6.5) within 35 working days of the end of the relevant calendar month. Such Revenue Share shall be paid in pounds sterling, inclusive of VAT if applicable.

6.7 If an error is made in the calculation of your share of the Revenue Share, **777mobile** reserves the right to correct such calculation at any time and to reclaim from you any overpayment made by **777mobile** to you (including, without limitation, by way of reducing future payments which might otherwise be due to you from us from time to time).

6.8 Net Revenues received in currencies other than pounds sterling shall be converted in accordance with **777mobile**'s standard currency exchange policy.

6.9 All payments shall be made inclusive of VAT, if applicable.

## 7. Intellectual Property

7.1 **777mobile** grants you a non-exclusive and worldwide license to display the **777mobile** brand features and related content (the "**777mobile** Content") during the Term solely for the purposes of the display of the Links by you on the Partner Site as set out in this Agreement and in accordance with **777mobile**' guidelines as may be provided to you from time to time. All intellectual property rights and any goodwill arising in the Links and in all betting products, associated systems and software relating to the services provided by **777mobile** to its customers

from time to time shall remain the property of 777 mobile. You are not permitted to use the **777mobile** content in any way that is detrimental to **777mobile** or the reputation or goodwill of **777 mobile**. You are not permitted to alter or modify in any way the **777mobile** Content without the express prior written consent of 777 mobile.

7.2 You agree that the partner site shall not resemble in any way the look and/or feel of the **777mobile** site, nor will you create the impression that the Partner Site is the **777mobile** site (or any part thereof).

## 8. Warranties

8.1 Each party to this Agreement represents and warrants to the other that it has, and will retain throughout the Term all right, title and authority to enter into this Agreement, to grant to the other party the rights and licenses granted in this Agreement and to perform all of its obligations under this Agreement.

8.2 You warrant, represent and undertake to us that you have obtained and will maintain in force all necessary registrations, authorizations, consents and licenses to enable you to fulfill your obligations under this Agreement and that you fully comply with, and shall continue to fully comply with, all applicable laws and regulations.

8.3 You represent, warrant and undertake that the Partner Site shall contain no material which is defamatory, pornographic, unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable or discriminatory, violent, politically sensitive or otherwise controversial or in breach of any third party rights and shall not link to any such material.

8.4 You warrant that you shall at all times comply with the provisions of the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other related legislation and you shall indemnify on demand and hold harmless **777mobile** from and against any and all losses, demands, claims, damages, costs, expenses (including, but not limited to, 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 **777mobile** in consequence of any breach by you of this warranty.

## 9. Disclaimer

We make no representation that the operation of the **777mobile** site will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions or errors.

## 10. Indemnity

You (the "Indemnifying Party") shall indemnify on demand and hold harmless **777mobile** and each of 777 mobile's associates, officers, directors, employees, agents, shareholders and partners (the "Indemnified Party") from and against any and all losses, demands, claims, damages, costs, expenses (including without limitation 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 the Indemnified Party in consequence of any breach, non

performance or non observance by the Indemnifying Party of any of the obligations or warranties on the part of the Indemnifying Party contained in this Agreement.

## **11. Exclusion of Liability**

11.1 Nothing in this clause 11.1 shall limit 777 mobile's liability for death or personal injury resulting from 777 mobile' s negligence or for fraud.

11.2 **777mobile** shall not be liable, in contract, tort (including without limitation negligence) or for breach of statutory duty or in any other way for:

11.2.1 Loss of revenues, profits, contracts, business or anticipated savings; or

11.2.2 Any loss of goodwill or reputation; or

11.2.3 Any indirect or consequential losses

in any case, whether or not such losses were within the contemplation of the parties at the date of this Agreement, or any other matter under this Agreement.

11.3 The liability of **777mobile** shall not, in any event, exceed the sum of the total monies paid by **777mobile** to you over the 12 month period proceeding the date on which such liability accrued.

## **12. Term and Events of Default**

12.1 This Agreement shall start on the date that we notify you that your application has been successful in accordance with clause 3. This Agreement shall continue thereafter unless and until terminated in accordance with clauses 12.2 or 12.3 (the "Term").

12.2 Notwithstanding clause 12.1, either party ("Non-Defaulting Party") may bring the Term to an end with immediate effect by written notice to the other party ("Defaulting Party") if:

12.2.1 The Defaulting Party commits a breach of its material obligations under this Agreement and in the case of a remediable breach, fails to remedy it within 30 days of the date of receipt of notice from the other;

12.2.2 The defaulting party becomes insolvent or unable to pay its debts (as defined in Section 123 of the Insolvency Act 1986), proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets or if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution or if it shall otherwise propose or enter into any composition or arrangement with its

creditors or any class of them, or it ceases to carry on business or if it claims the benefit of any statutory moratorium.

12.3 Either party may terminate this Agreement on delivery of four weeks' prior written notice to the other party.

12.4 If you do not deliver 1 new customer registration within a period of three months (billed months) we may terminate this Agreement immediately by delivery of written notice to you.

12.5 Each party shall forthwith give notice in writing to the other party of any event within clause 12.2.2 which occurs during the Term and which would entitle the other party to bring the Term to an end.

12.6 Without prejudice to clause 12.3, we reserve the right to terminate this Agreement at any time and for any reason immediately by delivery of written notice to you.

12.7 The parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either party at the time when the Agreement ends save that clauses 1, 2, 4.7, 4.12, 8, 9, 10, 11, 12.7, and 13, together with those other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue to have effect after the end of the Term.

### **13. General**

13.1 This Agreement constitutes the entire Agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.

13.2 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

13.3 You shall not without the prior written consent of the other party assign at law or in equity (including without limitation by way of a charge or declaration of trust), sub-license or deal with this Agreement or any rights under this Agreement, or sub-contract any or all of its obligations under it or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.

13.4 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

13.5 Any notice given or made under this Agreement to **777mobile** shall be by email to **affiliate [at] 777mobile.com**. **777mobile** shall send you any notices given or made under this Agreement to the email address supplied on your application form or such other email address as notified by you to 777 mobile.

13.6 Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other party or of any member of the group of companies to which the other party belongs which may have or may in future come to its knowledge and each of the parties shall use its reasonable endeavors to prevent the publication or disclosure of any confidential information concerning such matters.

13.7 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

13.8 Neither party shall make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party except as required by law or by any legal or regulatory authority.

13.9 Except insofar as this Agreement expressly provides that a third party may in his own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13.10 The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the law of Cyprus. Each party irrevocably submits to the exclusive jurisdiction of the Cyprus courts over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability.

13.11 In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English Language version shall prevail.

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## Privacy Policy

As a customer of **777mobile**, we have a number of obligations to you with regard to the management of your personal information under the Data Protection Act 1998.

This policy sets out the way in which we will deal with the information that you provide to allow us to manage your relationship with the company.

### Information collected

We collect personal information from customers for the purposes of:

- setting up and managing your account
- building up personal profiles and
- providing you with information about promotional offers.

### Accuracy

We will take all reasonable steps to ensure that any information that we hold about you is accurate and current.

If you have any requests concerning your personal information or any queries with regard to our management of your information, please contact us by email to **affiliate [at] 777mobile.com**, or by telephone to your usual customer care number.

### Monitoring of Transactions

All of bets and account transactions are recorded on our computer systems. We also carry out routine monitoring of all transactions as they take place to assist us in improving the service that we provide to you.

### Mobile Bets

Your telephone conversations with our call centre agents may be recorded to assist in the training of our agents, and in the resolution of any queries arising from the service you receive.

### Internet bets - Cookies & Tracking

Transactions carried out on our Internet websites automatically collect information using cookies. A "cookie" is a small piece of information sent by a web server to a web browser, which enables the server to collect information from the browser.

Cookies are used on this site for two purposes, firstly to allow you to login to the site and to check that your computer is still logged in to the same session while you browse from page to page. While placing a bet

information will be temporarily stored in a cookie until the transaction has been completed. This provides a quick and effective service enabling you to get the most out of our products. Various other settings such as the language and odds type which you have selected, are stored in cookies for a longer duration so that when you return to the site as many of these settings as possible remain the same.

The second purpose for using cookies is to keep track of customer browsing patterns and to build up a demographic profile. This data is totally anonymous and cannot be linked back to one individual. A customer can stop the "tracking" cookies by altering the browser's Privacy Settings to block third party cookies (the process you follow to do this will differ from browser to browser). Please note however that if you set the privacy settings on too high a status, this may cause problems when you next login to place bets.

### **Security and Privacy**

We will take all reasonable steps to ensure that your information is kept securely and protected from unauthorized access.

We will only disclose personal information to other business partners, successors in title to our business and suppliers that are engaged to process such information on our behalf.

### **Retention and Disposal**

We are required by Law to retain and make available financial information for a period of 7 years. Other personal information will be retained only while it has relevance to your account with us, or to our obligations to you. All information not required for legal purposes will be destroyed within 5 years of an account being closed.

We will take all reasonable steps to ensure that the privacy of personal information is maintained on disposal. To this end, all hardcopy (paper etc) documentation is shredded, and all information held on computer media is erased when they are no longer required.

### **Internet-based transfers**

Given that the Internet is a global environment, using the Internet to collect and process personal data necessarily involves the transmission of data on an international basis. Some of the data processors engaged to process personal data may be based outside of the European Economic Area. Therefore, by browsing our web site and communicating electronically with us, you acknowledge and agree to our processing of your personal data in this way.