



# CHASEBET AFFILIATE TERMS AND CONDITIONS

Harris Bookmaking Pty Ltd trading as Chasebet -  
Affiliate Terms and Conditions. As of 20th August 2023

These Terms and Conditions form a legally binding agreement (“Agreement”) between an Affiliate applicant (or an approved Affiliate) (“you” or “your”) and Harris Bookmaking Pty Ltd ACN 663 140 029 trading as Chasebet (“Chasebet”) in relation to the Chasebet Affiliate Program (the “Program”).

For the purposes of this Agreement:

- All references to “we”, “us” and “our” is a reference to Chasebet;
- “Affiliate” means any person or entity willing to engage in a legally binding agreement with Chasebet and join the Program;
- “Unsuitable website” has the meaning given to it in clause 2.4;
- references to Chasebet’s discretion means Chasebet’s sole and absolute discretion;
- the words “including” and “includes” are not words of limitation;
- “Customer” or “Customers” means a visitor from your website who enters the Chasebet website via a link on your website and whose last action is the successful registration of a betting account with Chasebet using a tracking code designated to you. For the avoidance of doubt, it will exclude any end user that is at the time an existing member of Chasebet or has previously been a member of Chasebet;
- “Data Feed” refers to the real-time, on-going stream of structured data sent to the Chasebet Technical Platform that will provide Chasebet and the Affiliate with updated information on cost per acquisition analytics. The Data Feed will allow Chasebet to track the Affiliate’s campaign performance.
- “Internet Service Providers” has the meaning given to it in clause 6.15.
- “Laws” means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, mandatory codes of conduct, writs, orders, injunctions, judgments, and any legally enforceable directives of a government agency.
- “Spam Services” has the meaning given to it in clause 6.15.
- “Geo Fencing Software” has the meaning given to it in clause 6.21.
- “Related Bodies Corporate” is a reference to any Chasebet subsidiary companies.
- “Official Record Holder” means the designated holder of Affiliate’s personal information.
- “Privacy Policy” is a reference to the Chasebet Privacy Policy published on the Chasebet website.

**PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.**

Please note the clauses in this Agreement take precedence over any competing clauses that may be present in other agreements, and prevail over any inconsistencies.

***You should print off and/or save a copy of this Agreement for your records and regularly check your emails for any changes to these Terms.***

## **1. APPLICATION OF TERMS**

- 1.1. This Agreement applies to your application to and participation in the Program.
- 1.2. You may not apply to or participate in the Program unless you accept this Agreement.
- 1.3. You may not apply to or participate in the Program or accept this Agreement if you are under 18 years of age, or are otherwise precluded from participating in the Program under the laws of the country in which you are resident.
- 1.4. This Agreement will be accepted by you on the earlier of you:
  - a) submitting an application to participate in the Program; or
  - b) your continued participation in the Program, at which point this Agreement will be legally binding between Chasebet and you.
- 1.5. Chasebet may make changes to this Agreement from time to time, excluding changes to the applicable variable percentage in clause 5.2., by providing you notice by email. Any changes published in our affiliate portal will be taken to be effective when they are published. The latest modification of this Agreement will be as per the date stated at the top of this Agreement. If you do not agree to any variation to this Agreement, you may terminate this Agreement in accordance with clause 3.2.

## **2. ENROLMENT**

- 2.1. To begin the enrolment process, a potential Affiliate must contact Chasebet about a potential Affiliate agreement via <https://login.Chasebetaffiliates.com.au/signup.php>
- 2.2. Affiliate must not attempt to open more than one Affiliate account without prior written consent from Chasebet, nor will Affiliate earn commissions on their own or related persons' accounts. Affiliates are not permitted to wager with an Affiliate account. If you would like to wager with Chasebet, please set up a separate betting account. In the event you open more than one Affiliate account without our permission or earn commissions on your own or a related person's account, Chasebet has the right to void all current and future plays on those accounts and Affiliate will not be entitled to any commissions (past or future) from such plays and Chasebet reserves the right to terminate your affiliate agreement.
- 2.3. Chasebet will evaluate the application and will notify the potential Affiliate of whether they are accepted. Chasebet may reject any application if it is determined, in Chasebet's discretion, that the application is unsuitable to be an Affiliate.

2.4. Unsuitable websites include, but are not limited to, those that:

- a) Infringe trademark rights of use or any third parties or otherwise violates the rights of any third party;
- b) Contain sexually explicit materials;
- c) Contain hateful/violent/offensive content;
- d) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- e) Promote illegal activities or otherwise violate any applicable laws, including those targeting spyware, adware or SPAM;
- f) Any other site that Chasebet deems from time to time to not be aligned with the Chasebet brand
- g) Violate any intellectual property rights, including, without limitation, scraping text or images from the Website;  
Are or contain pages that are targeted at any person under 18 years of age;  
Are involved with bestiality or rape, whether legal or illegal in the country of origin;  
or are otherwise considered by Chasebet to be offensive or inappropriate.

2.5. If Chasebet rejects the application, potential Affiliates may re-apply to the Program at any time.

2.6. You should also note that if Chasebet accepts your application and your website is there after determined, at our discretion, to be an Unsuitable website for the Program, we may immediately terminate this Agreement in accordance with clause 3.4.

### **3. TERM AND TERMINATION**

3.1. The term of Affiliate's participation in the Program ("Term") will begin on Chasebet written confirmation of your acceptance into the Program.

3.2. Either Chasebet or Affiliate may terminate the Agreement and their participation in the Program at any time, without cause, by giving the other party at least 14 days' written notice of termination. Such notice to be sent to Chasebet by email to [affiliates@chasebet.com.au](mailto:affiliates@chasebet.com.au).

3.3. Affiliate performance will be reviewed bi-annually, based on the date of acceptance of your Program application.

3.4. Chasebet has the right to suspend or terminate this Agreement immediately by notice in writing if:

- a. Affiliate breaches any terms of this Agreement; or
- b. Affiliate does not act in good faith; or
- c. Chasebet in its discretion, considers for any reason Affiliate is unsuitable to be an Affiliate; or
- d. Chasebet, in its sole discretion, considers that the affiliate relationship is commercially unviable; or

e. New Laws are introduced, or current Laws are interpreted or enforced in such a way that fundamentally changes the nature or viability of the affiliate relationship

3.5. Where Chasebet exercises any power pursuant to clause 3.4:

1. it will provide information regarding the relevant breach(s) of this Agreement by Affiliate or reasons for its decision; and
2. it may withhold and/or terminate any payments that otherwise may have been due to Affiliate. For example, Chasebet will not pay Affiliate any amounts referable to fraudulent (or suspected fraudulent) or banned Customers.

3.6. On termination:

- a. All rights and licenses granted to Affiliate will terminate immediately.
- b. Affiliate must remove all Chasebet banners from their site and disable any links to the website from their website.
- c. Subject to clause 3.5.b (above), Affiliate will be entitled to unpaid commission fees, if any, earned by Affiliate on or prior to the date of termination. Affiliate will not be entitled to, nor paid, any Fees pursuant to losses occurring after the date of termination. All Fees payable up to termination will be paid in accordance with the Agreement within one month of termination.
- d. Chasebet may withhold final payment for a reasonable time to ensure that the correct amount is paid to Affiliate.

#### **4. CHASEBET'S OBLIGATIONS AND RESPONSIBILITIES**

4.1. Chasebet may make a variety of graphic and textual links as well as Data Feed available to Affiliate for placement on its website(s). Subject to this Agreement, you may display the links and Data Feed as often and in as many areas of your website(s) as you desire. Chasebet only provides these graphic and textual links and Data Feed for use by you for the mutual benefit of you and Chasebet.

4.2. Chasebet will register your customers and will track their play on the Website and/ or phone. By opening an account with Chasebet, the Customer agrees that all applicable Chasebet rules, policies and operating procedures will apply to them. Chasebet reserves the right to refuse Customers or close their accounts in its discretion.

4.3. Chasebet will track Customers' play and will supply reports summarising Customer activity to Affiliate. The form, content, and frequency of the reports available at Chasebet Affiliates may vary from time to time in Chasebet's discretion.

4.4. Unless otherwise agreed in writing, Chasebet will only pay Affiliate in respect of commissions earned on Customers which are directly referred by Affiliate through Affiliate's tracker and are tracked on your Affiliate account.

## 5. FEES AND PAYMENT TERMS

5.1. For the purposes of this clause 5, the following words have the following meanings:

**“Turnover”** means all gross monies received by Chasebet from Customers during the Term of this Agreement.

**“Net Revenue”** means Turnover less all of the following:

- a) monies paid out to Customers as winnings;
- b) GST;
- c) tax on turnover, State-based taxes such as POC;
- d) monies paid in the form of duties, taxes or levies or other statutory deductions or payments to licensing authorities in the form of ‘product fees’ or ‘race field publication fees’ (e.g. Racing Victoria Limited) or Australian Governing Sporting Body; e) charges levied by electronic payment or credit card organisations;
- f) Customer credit and bad debts;
- g) monies attributable to fraud;
- h) returned bets;
- i) trading platform fees (including but not limited to Betmakers platform & trading fees)
- j) administration fees; and
- k) bonus bet winnings, bonuses or other incentives offered to the Customer;

When required, Chasebet will apply a standard percentage to all of the above calculations to determine the appropriate deductions from Net Revenue.

**“Commission”** is calculated as the applicable percentage of Net Revenue payable to the Affiliate as agreed between the parties, and is subject to the provisions of clause 5.2 of this Agreement.

**“Australian Governing Sporting Body”** means an Australian sports organisation that has a regulatory or sanctioning function and includes each of the Australian State and Territory Thoroughbred Racing, Harness Racing and Greyhound Racing peak bodies, National Rugby League, Australian Rugby Union, Australian Football League, Cricket Australia, Tennis Australia, Football Australia, and the National Basketball League.

**“Technical Platform”** means the platform used to track Affiliate activity, currently My Affiliates. The Affiliate will be sent a tracking link from the platform which will send a Data Feed back to the platform. This Data Feed will be reviewed by Chasebet to track the Affiliate’s campaign performance.

5.2. Chasebet will pay fees (**“Fees”**) to the Affiliate in accordance with either a Revenue Share Plan or Cost per Acquisition (CPA) Plan. The calculation of those Fees, including Commission percentages and CPA rates, are to be agreed between the Parties either in an email exchange, or set out in a separate Insertion Order.

### 5.3. Revenue Share Plan.

1. The Fees paid to the Affiliate will be a Commission as agreed between the parties, derived from any legitimate transaction from Customers assigned to Affiliate during the Term of this Agreement. You will not be paid in respect of transactions or Customers that breach Chasebet's Rules, Terms and Conditions located at <https://www.chasebet.com.au/terms-and-conditions> (e.g. fraudulent transactions or duplicate accounts).
2. During the Term of this Agreement, Affiliates participating in the Revenue Share Plan will earn Fees in respect of all legitimate transactions that your referred Customers undertake in accordance with your applicable Revenue Share Plan., subject to Affiliate having ten (10) Customers place their first bet within each 3-month rolling period under the Program. Where Affiliate fails to have ten (10) new Customers place their first bet with Chasebet in accordance with this requirement, Chasebet may: (1) refuse to pay Fees to Affiliate for the applicable month(s); and/or (2) close Affiliate's account and terminate this Agreement.
3. No Fees are payable by Chasebet to Affiliate after termination of the Agreement. All Fees payable up to termination will be paid in accordance with the Agreement within one month of termination.
4. Chasebet reserves the right to immediate repayment of any Fees paid in excess of Net Revenue resulting from a miscalculation or other error.
5. Where a customer does not place a bet for a period of six (6) months they will cease to be a Customer for the purposes of the Agreement and Affiliate will not be eligible to receive Fees on any subsequent bets placed by the Customer.
6. For the purpose of this agreement a Revenue Share Plan is limited to three (3) years. After 36 months both parties must agree (in writing) to continue the agreement.
7. If 50% or more of the Turnover, Net Revenue or Fees attributable to an Affiliate is generated by one (1) of its referred customers, Chasebet Pty Ltd reserves the right to carry forward any negative balance generated by this referred customer. Any future Fees generated by the referred customer will be offset against this carried forward negative balance or is to apply another arrangement at the Company's discretion.
8. If the Affiliate's monthly Fees do not exceed \$1,000 AUD, the Company shall be entitled to withhold and carry forward the Fees until the total accrued Fees exceed \$1,000 AUD. Any prior month fees shown before the 10th day of the new month is subject to change due to possible delays in obtaining and uploading data from our third-Party suppliers to the Technical Platform, therefore, only the Fees amount shown after the 10th day of the month shall be deemed final.

### 5.4. Cost per Acquisition (CPA) Plan.

1. Chasebet may elect to offer selected affiliates a CPA Plan under which the Affiliate is paid an agree one- time Fee for the introduction of a new Customer. CPA plan is only available on

request and details of the CPA Plan are to be agreed between the parties either through an email exchange or in a separate Insertion Order.

2. To qualify for fees under a CPA plan, the Customer must:
  - a. Have opened a Chasebet wagering account;
  - b. Verified their identity attached to their Chasebet account;
  - c. Have made \$100 minimum in accumulative deposits within the first (14) days
  - d. Have placed at least one cash bet; and
  - e. Kept their account open for at least fourteen (14) days.
3. CPA payments will not be paid for any customer who is referred via an unapproved channel, or who is deemed by management as exploiting the rules (set out in Chasebet's Terms and Conditions).

#### 5.5. Payment terms

1. Chasebet will pay Affiliate commission monthly in arrears and according to the applicable commission plan.
2. Payment for the preceding month will be processed within 30 days of each calendar month.
3. In the event that a revenue share payment amount in any calendar month is a negative amount, Chasebet will be entitled but not obliged to zero the negative balance that would otherwise be carried forward.
4. If 50% or more of an Affiliate's turnover, Net Revenue or income is dominated by one Customer, we reserve the right to carry forward losses or another arrangement at our discretion.
5. All amounts are calculated and paid in accordance with Chasebet's reasonable and good faith means of statistical analysis and Customer tracking methods.
6. Chasebet will use reasonable endeavours to make payments due to you using the payment details provided to us. However, in certain circumstances we may be unable to make payments to you for reasons outside of our control (e.g., where the bank account details are provided are inaccurate or incomplete). Where this occurs, we will make reasonable efforts for a period of six months to contact you via the contact details last provided by you to Chasebet to obtain alternative payment details. If we are still not in a position to make the payments after this period, we may close or suspend your account without further notice, and you will be deemed to have forfeited any entitlement to payment.
7. If a customer registered through an Affiliate is banned or excluded from having an account with Chasebet for any reason (including fraud, suspected fraud, self-exclusion or breach of Chasebet's Rules, Terms and Conditions), Chasebet will not pay Affiliate for the revenues generated by such banned Customer. If Chasebet has paid Affiliate in respect of a banned or excluded Customer, Chasebet may set-off the amount of such payment against future

payments otherwise due to Affiliate and, if requested by Chasebet, you must repay any shortfall to us within 15 days of receiving notice from us.

8. If a customer registered through Affiliate is being investigated for credit card, bank information or address verification, Chasebet will withhold payments of profits generated from that Customer until the investigation is completed. If such investigations lead Chasebet to ban such Customer, Chasebet may set-off all amounts Chasebet has paid Affiliate in respect of that banned Customer against future payments otherwise due to Affiliate and, if requested by Chasebet, you must repay any shortfall to us within 15 days of receiving notice from us.
9. If a customer registered through an affiliate fails to satisfy the Chasebet customer identification and verification requirements, Chasebet will not pay Affiliate for the revenues generated by such Customer. If Chasebet has paid Affiliate in respect of such Customer, Chasebet may set-off the amount of such payment against future payments otherwise due to Affiliate and, if requested by Chasebet, you must repay any shortfall to us within 15 days of receiving notice from us.

## **6. AFFILIATE OBLIGATIONS AND RESPONSIBILITIES**

6.1. Affiliate must use best commercially reasonable efforts to actively and effectively advertise, market and promote Chasebet as widely, aggressively, and responsibly as possible in order to maximise the financial benefit to both Affiliate and Chasebet. Affiliate will only engage in advertising, marketing and promotional efforts which are approved by Chasebet, do not violate any law, including highly regulated Australian Media Laws, are not published on Unsuitable websites, are not directed at individuals who are under 18 years of age or who are known to be problem gamblers, and which reflect positively on the business reputation of the Chasebet brand. An Affiliate may not trade as, or be associated with, a third-party investment business or company which offers investment services on racing or sports. An Affiliate must not place any wager for or on behalf of or in any way connected with any Customer referred by them to Chasebet.

6.2. Affiliate must if requested provide Chasebet at no cost with all data and information to enable Chasebet to monitor Affiliate's website to ensure compliance with this Agreement.

6.3. Affiliate must ensure that the correct tracking is utilised on their website. Chasebet will not change the Affiliate tracking ID for referrals resulting from incorrect or incomplete tracking. Chasebet is not responsible for commission fees generated from referrals with incorrect or incomplete referral information.

6.4. Affiliate must not establish any social network domain, blog domain, profile name or display name containing Chasebet.

6.5. Affiliate must not purchase any domains that include Chasebet, or bidding on any keywords or keyword phrases that include, but are not limited to, Chasebet or



Chasebet.com.au This includes, but is not limited to, the following search engines: Google, Bing, Yahoo, Facebook etc.

6.6. Affiliate must not utilise derivatives of Chasebet in URLs and directory names for the intention of search engine optimisation.

6.7. Affiliate must only use the data feed provided under this Agreement in accordance with this Agreement and must not make available the Data Feed to any third party for profit or for the benefit of the Affiliate or the third party accept in accordance with this Agreement.

6.8. Banners, links, and data feed must not be placed, or sold, within unsolicited email, unauthorised newsgroup postings, chat rooms or through the use of "bots". Traffic generated illegally will not be commissionable.

6.9. Affiliate will bear all costs and expenses incurred in connection with their advertising, marketing, and promotion of Chasebet.

6.10. Affiliate must not create, publish, distribute, or permit any written material that refers to Chasebet without first submitting such material to Chasebet and receiving prior written consent, which will not be unreasonably withheld.

6.11. Affiliate agrees to cooperate fully with Chasebet in utilising and maintaining links and other promotional tools as supplied by Chasebet. Furthermore, Affiliate agrees to:

1. Utilise the entire code for the banners, links, and other promotional tools (including the tracking codes therein) and must not in any way alter or remove any part of the code;
2. Display on Affiliate's website(s) only those graphical or textual images that are provided by Chasebet;
3. Update such images with new images provided by Chasebet from time to time throughout the Term of this Agreement;
4. Display such graphic and/or textual images prominently in relevant sections of Affiliate's website(s).

6.13. Only direct marketing materials to individuals who are over 18 years of age and who are not known to be problem gamblers.

6.14. Affiliate will ensure that the display, broadcast, or publication of any material or other action taken pursuant to this agreement will comply in all respects with the applicable Laws in Australia, including but not limited to the laws pertaining to wagering advertising and responsible gambling messaging.

6.15. Chasebet employs strict EDM (electronic direct mail) guidelines and policies for affiliates, media and other third parties. The EDM guidelines and policies serve to protect Chasebet, and email reputation with members, Internet Service Providers (Google, Bing, AOL, Yahoo, Hotmail, etc.) and Spam Services (Spam Cop, Spam Assassin, Goodmail, Bonded Sender and others). Affiliates that conduct unauthorised EDM communications advertising

any of Chasebet-related brands are subject to Chasebet placing their Affiliate account under review and withholding all funds otherwise due pending investigation. Classification of EDM communications that would be subject to review includes unsolicited email (spam), spamvertising and spoofing. By registering as an Affiliate, Affiliate agrees to abide to all No Spam regulations and employ best practices in all marketing email communications. Affiliate further acknowledges and agrees that Chasebet may potentially incur penalties and legal expenses as a result of unauthorised third-party email communications from Affiliate and in such event these expenses will be deducted from Affiliate's account. Should these expenses not be covered by funds in Affiliate's account Chasebet reserves the right to demand payment and all legal costs associated from Affiliate.

6.16. Affiliate must not raise any sales invoice in respect of Chasebet for any transactions covered by this Agreement.

6.17. Affiliate will acknowledge and comply with the Agreement.

6.18. Affiliate must not refer incentivised or adult traffic, unless Chasebet gives prior written approval. Commissions will not be paid for any clients who are referred through unapproved channels.

6.19. Affiliate is **STRICTLY PROHIBITED** from advertising unauthorised offers/incentives/ inducements, to people who reside in any state of Australia which has specific prohibitions on advertising of gambling inducements, any inducement to participate in any gambling activity with Chasebet. This includes an inducement to open a betting account, to bet more frequently or any inducement offered with a disclaimer. These prohibited offerings are not limited to an affiliate's online and EDM's and include all verbal and other communications. Affiliate further acknowledges and agrees that Chasebet may potentially incur penalties and legal expenses as a result of unauthorised offerings/incentives/inducements to join Chasebet and in such event these expenses will be deducted from Affiliate's account. Should these expenses not be covered by funds in Affiliate's account Chasebet reserves the right to demand payment and all legal costs associated from Affiliate.

6.20. Affiliate must ensure they are compliant with all NSW provisions in Parts 4A and 4B of the Betting and Racing Act 1998 and Part 7 of the Totalizator Act 1997.

6.21. Affiliate must show (and prove) they have adequate Geo Fencing Software that can block advertisements containing inducements to any state of Australia which has specific prohibitions on advertising of gambling inducements before they undertake any advertising, publishing, or promotion of Chasebet.

6.22. Upon request from Chasebet, Affiliate must immediately remove and cease to promote any Chasebet related advertisements, communications, and marketing material which Chasebet specifies in its request.

6.23 Affiliate must ensure that ALL advertising where required adheres to the Australian Advertising Guidelines, including all responsible gambling warnings and inclusions relevant to the promotion of Chasebet for both prospective clients and existing clients.

## 7. SOCIAL MEDIA MARKETING

7.1. Within Australia, approved affiliates are allowed to promote our brand on their social media groups / pages and click directly through to our site. Affiliates will need to obtain approval for any posts promoting something other than the Chasebet brand to ensure it is compliant in addition to the other requirements set out in this Agreement.

7.2. Without limiting Affiliate's other obligations under this Agreement, in relation to all marketing, communications and posts on or via social media platforms (such as Facebook, Twitter and Instagram and other channels approved by Chasebet) relating to Chasebet, Affiliate must:

7.3. Not promote any products that have not been provided to them by Chasebet. Any promotional material that does not include the information provided to them by Chasebet, must only be posted with Chasebet's written consent;

7.4. identify all such advertisements, posts and marketing communications as being advertisements. For example, Tweets on Twitter which relate to Chasebet should contain hashtags such as "#ad" or "#brandpartner" or "affiliate" at the end of the Tweet;

7.5. comply with the relevant social media platform's guidelines and terms of use (including any terms regarding gambling advertising, marketing, responsible gambling). For example, if promoting Chasebet's product through Twitter, Facebook or any other social media handle, an 18+ statement (or 21+ in some jurisdictions) may be required to be included in the Affiliate's page bio and any relevant agreements/addendums between the Affiliate and the social media companies must be concluded and signed. Affiliates are to ensure that these requirements are observed, as non-compliance may lead to the suspension or termination of the Affiliates account;

7.6. ensure that advertisements and marketing communications relating to Chasebet or gambling in general are not directed at persons under the age of 18 or persons known to be problem gamblers, and to the fullest extent possible, ensure that such communications and advertisements are not accessible by such persons;

7.7. ensure that all marketing communications and advertisements reference both Chasebet and Affiliate (in either the ad-copy/text or the image);

7.8. not hold itself out as Chasebet, or represent or imply that the communication or advertisement is published by or on behalf Chasebet;

7.9. make it clear in any communication by Affiliate to potential Chasebet customers that the communication is made without the knowledge or involvement of Chasebet and that any complaint that the recipient may wish to make should be addressed to Affiliate and not Chasebet; and

7.10. ensure that ALL advertising where required adheres to the Australian Advertising Guidelines, including all responsible gambling warnings and inclusions relevant to the promotion of Chasebet for both prospective clients and existing clients.

7.11 in accordance with legal requirements or Chasebet's reasonable directions, include 'Gamble Responsibly' (or such other responsible gambling message as required) in connection with all marketing, communications and posts relating to Chasebet.

7.12 Affiliate further acknowledges and agrees that Chasebet may potentially incur penalties and legal expenses as a result of unauthorised offerings/incentives/inducements to join Chasebet and in such event these expenses will be deducted from Affiliate's account. Should these expenses not be covered by funds in Affiliate's account Chasebet reserves the right to demand payment and all legal costs associated from Affiliate.

## 8. WARRANTIES AND LIMITATIONS

8.1. This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements and understandings between the parties with respect to its subject matter.

8.2. You expressly understand and agree that to the fullest extent permitted by law Chasebet, its subsidiaries and affiliates, and its licensors and service providers are not liable to you for:

1. Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability, other than where such damages are caused by any act of fraud or wilful misconduct from Chasebet. This includes, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost or procurement of substitute good or services, or other intangible loss;
2. Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
  - i. any changes which Chasebet may make to the Program, or for any permanent or temporary cessation in the provision of the Program (or any features within the Program);
  - ii. the deletion of, corruption of, or failure to store, any content or other communications data maintained or transmitted by or through your use of the Program;
  - iii. your failure to provide Chasebet with accurate account information; or
  - iv. your failure to keep your password or account details secure and confidential.

8.3. The limitations on Chasebet's liability above apply whether or not Chasebet has been advised of or should have been aware of the possibility of any such losses arising.

## 9. INDEMNITY

9.1. The Affiliate will indemnify and pay or reimburse to Chasebet within 14 days of demand with respect to any and all fines, penalties, losses, demands, claims, damages, costs, expenses (including legal costs and expenses) and liabilities suffered or incurred by Chasebet in consequence of any breach of this Agreement or any relevant State and/or Australian laws by Affiliate.

9.2. Any bona fide claim made by Chasebet under this indemnity may be set-off against and deducted from any Commission or other fees payable to the Affiliate.

9.3. Chasebet will take reasonable steps to mitigate the amount of any such fines, penalties losses, demands, claims, damages, costs, expenses and liabilities. Any liability of Affiliate under this clause is reduced to the extent that any act or omission by Chasebet contributed to that liability.

9.4. The Affiliate will indemnify and forever hold Chasebet harmless from all actions, claims, liabilities, losses, damages, costs, and expenses, including legal costs, fines, and penalties, arising from or in connection with any breach by the Affiliate of this Agreement.

## 10. MISCELLANEOUS

10.1. This Agreement constitutes the entire agreement between Affiliate and Chasebet in relation to its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

10.2. Affiliate agrees that if Chasebet does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which Chasebet has the benefit of under any applicable law), this will not be taken to be a formal waiver of Chasebet's rights and that those rights or remedies will still be available to Chasebet.

10.3. Affiliate may not assign this Agreement without prior written consent of Chasebet. Subject to that restriction, this Agreement will be binding on, operate to the benefit of, and enforceable against Affiliate and Chasebet and their respective successors and assigns. Should an affiliated website be sold, whether that website's existing sheet of Customers will be transferred to the new owner and / or accepted by Chasebet for the purposes of the Program is at the discretion of Chasebet.

10.4. Chasebet and Affiliate are independent contractors, and no terms in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Affiliate will have no authority to make or accept any offers or representations on behalf of Chasebet. Affiliate will not make any statement, whether on its website or otherwise, that states or implies that Affiliate has the authority to represent Chasebet.

10.5. Any term or part of a term of this Agreement that is held invalid or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

10.6. The laws of New South Wales, Australia govern this Agreement. Any action relating to this Agreement must be brought in New South Wales, Australia and you irrevocably consent to the jurisdiction of its courts.

10.7 This Agreement and all representations, obligations, undertakings, and warranties contained in it will operate for the benefit of any successor and/or assignees of Chasebet.

10.8 The Affiliate will allow Chasebet and its reputable third-party auditors to conduct an audit of the activities and records of the Affiliate, and permit Chasebet to take copies of such records, on reasonable notice, at reasonable times, and no more than once during each year of the term. The Affiliate will provide access to its records, systems, facilities and/or personnel (each to the extent reasonably necessary) in connection with the audit.

10.9 Anything not included in this agreement will be at the fair and reasonable discretion of Chasebet to resolve.

## **11. PERSONAL INFORMATION COLLECTION STATEMENT**

11.1. When you apply to be an Affiliate with Chasebet, Chasebet collects certain information about you to assess your suitability to be approved as an affiliate and to administer your participation in our affiliate program. This information includes your name, contact details, bank account and identity verification. We may disclose your personal information to our Related Bodies Corporate, professional advisors, service providers, contractors and other third parties who assist us in operating our business, for example to companies that provide identification verification services (such as Eidentity or GreenID) and our bank. For the purposes of verifying your identification using the Document Verification Service you confirm that you are authorised to provide the details that you provide to us during the affiliate sign-up and identity verification process.

11.2. This information is sought and used for the purpose of undertaking an information match request in relation to relevant Official Record Holder information and that a corresponding information match result will be provided via the use of third-party systems.

11.3. You acknowledge and consent to the use and access of your information in this way. We may also disclose your information to a government agency, the police, a regulatory, racing or sporting body, a court if requested or we are required to do so, or to other organisations to verify your compliance with this Agreement. We may disclose your personal information overseas to organisations including our Related Bodies Corporate and contractors, including providers of payment services, in countries outside of Australia. Calls to and from us may be recorded for security and compliance purposes. Our Privacy Policy contains information about how you can access or seek correction of your personal information or make a complaint.

Any questions? Email [affiliates@Chasebet.com.au](mailto:affiliates@Chasebet.com.au)

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