



AFFILIATE MEMBERSHIP AGREEMENT

If the Affiliate has registered for or on behalf of an entity, you are deemed to have accepted this Agreement on behalf of that entity.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Enrollment into the Affiliate Program

To begin the enrolment process, you must submit a completed Affiliate Program application via our site, [Clickswagger.com](https://clickswagger.com) ("Our Site").

[Clickswagger.com](https://clickswagger.com) reserves the right to reject your application if we determine, at Our sole discretion, that Your Site is unsuitable for the Program for any reason. these reasons include:

1.1 Content that is in any way unlawful or in breach of intellectual property rights; or

1.2 Content that may be deemed harmful, threatening, defamatory, obscene or indecent, harassing, or discriminatory on the grounds of disability, race, sex, ethnicity, religion, sexual orientation, age, or otherwise objectionable in any other manner.

Affiliate shall not attempt to open more than one affiliate account.

If [Clickswagger.com](https://clickswagger.com) accepts your application and your site is thereafter determined, at our sole discretion, to be unsuitable for the affiliate program, we may terminate this agreement.

Once you apply to the program, it is deemed automatic acceptance of these terms and conditions.

2. Clickswagger.com Rights and Obligations

2.1. We will register your Customers and track their transactions. "Customer", means your visitors who join [Clickswagger.com](https://clickswagger.com) via a link from your site.

2.2. We will track your Customers' wagering activity which you can access anytime to review your statistics on a real time basis.

2.3. [Clickswagger.com](https://clickswagger.com) may modify any of the terms and conditions contained in this Agreement or replace it at any time and in our sole discretion, by posting a change notice or a new agreement on our site. If any modification is unacceptable to you, you may terminate this Agreement. Your continued participation in the Program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the modification or of the new agreement.

3. Your Rights and Obligations

3.1. If you qualify and agree to participate as an Affiliate, you shall display and maintain unique links from your Site to [Clickswagger.com](https://clickswagger.com). You may link to us with any of our banners, text links or with a bonus code.



3.2. It is responsibility of the Affiliate to ensure that the correct tracking is used on their Site. **Clickswagger.com** will not change the Affiliate tracking ID for referrals resulting from incorrect or incomplete tracking.

3.3. **Clickswagger.com** is not responsible for commission fees generated from referrals with incorrect or incomplete referral information.

3.2. Affiliate is required to earn a minimum of \$300 over a calendar month before they are eligible to withdraw their earnings. If the affiliate chooses to close their affiliate account before reaching the required \$300 balance, any and all commissions shall be forfeited.

3.3. You will not knowingly benefit from known or suspected traffic not generated in good faith whether or not it actually causes us damage. We reserve the right to retain all amounts otherwise due to you under this Agreement if we have reasonable cause to believe that such traffic has been caused with your knowledge. Even if you have not knowingly generated such traffic, we reserve the right to withhold Referral Commission with respect to such traffic.

3.4. We reserve the right to withhold affiliate payments and/or suspend or close accounts where affiliated customers are found to be tampering with or abusing any **Clickswagger.com** offers or promotions whether with or without your knowledge. Such situations to include but not be limited to different customers betting both sides of an event or market so as to limit risk and claim bonuses.

3.5. Affiliate will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for ensuring that materials posted on your site are not libellous or otherwise illegal. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, legal fees) arising directly or indirectly out of the development, operation, maintenance, and contents of your site.

3.6. The Program is intended for your direct participation. You shall not open affiliate accounts on behalf of other participants. Opening an affiliate account for a third party, brokering an affiliate account or the transfer of an affiliate account is not accepted. Affiliates wishing to transfer an account to another beneficial account owner must request permission to do so by contacting us. Approval is solely at our discretion.

3.5. Company has the right to terminate the agreement without prior notice if affiliate breaches any terms or conditions of this agreement.

3.6. Affiliate shall not establish any social network domains, blog domain, profile name or display name containing "BetDSI", "BetDSI Brand" or any variation of BetDSI, including, but not limited to: BetDSI Sportsbook, BetDSICasino, BetDSIRacebook, BetDSIPoker, BetDSISports, BetDSISportsbetting, BetDSIBonus.

3.7. Affiliate is restricted from purchasing any domains that include "BetDSI", "BetDSI Brand", or bidding on any keywords or keyword phrases that include, but are not limited to, BetDSI, Clickswagger.com, BetDSI Sportsbook, BetDSI Casino, BetDSI Racebook, BetDSI Poker or BetDSI Brand, in any



format in any pay per click (PPC) search engine.

3.8. Affiliate is restricted from utilizing derivatives of "BetDSI" in URLs and directory names for the intention of search engine optimization.

3.9. Affiliate is restricted from setting up any site redirects from any page on their website or network of websites so that the page goes directly to www.Clickswagger.com.

3.10. Banners and links may not be placed within unsolicited email, unauthorized newsgroup postings, chat rooms or through the use of "bots". Traffic generated illegally or in contravention of these terms and conditions will not be commissionable.

3.11. Affiliate shall bear all costs and expenses incurred in connection with the advertising, marketing and promotion of "BetDSI" to their customers.

3.12. Affiliate agrees to cooperate fully with Company in utilizing and maintaining links and other promotional tools as supplied by Company.

3.13. Neither You nor Your relatives, nor in the case of a corporate entity, Your employees are eligible to become Referred Players and should You or they do so You will not be eligible to receive the relevant commission. For this purpose, the term "relative" shall mean any of the following: spouse, partner, parent, child or sibling. We reserve the right to close Your account if you register such Players, and hold all commissions owing to You. Once any referred member registers with BetDSI, there is a 45 day period for the referred party fund his/her account to be considered as a commissionable member. If no initial deposit has been made by the 45th day after the new member registration was generated, the new member will not be considered for any affiliate commissions.

Furthermore, the Affiliate agrees to:

Utilize the entire code for the banners, links and other promotional tools (including the tracking codes therein) and shall not in any way alter or remove any part of the code;

Display on Affiliate's website(s) only those graphical or textual images that are provided by BetDSI;

Update such images with new images provided by Company from time to time throughout the term of this Agreement; and

Display such graphic and/or textual images prominently in relevant sections of Affiliate's website(s).

Company does not endorse promotion gambling through the US Postal Service.

Company does not condone or endorse Spam.

3.16. Company employs strict EDM (email direct marketing) guidelines and policies for affiliates, media and other third parties. The eDM guidelines and policies serves to protect the "BetDSI" family of brands, and email reputation with customers, Internet Service Providers (Google, AOL, Yahoo, Hotmail, etc.) and spam services including Spam Cop, Spam Assassin, Goodmail, Bonded Sender

and others. Affiliates that conduct unauthorized eDM communications advertising any of "BetDSI"-related brands is subject to Company 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 CAN-SPAM and FCC regulations and employ best practices in all marketing email communications. Affiliate further acknowledges and agrees that subscribers and customers may incur expenses in dealing with Spam-generated mail, and that Company may potentially incur legal expenses and penalties as a result of unauthorized third party email communications and in such event expenses will be deducted from Affiliate's account. In such cases, Company shall determine such amounts in good faith, such determination will be deemed accepted by Affiliate, and such amount will be collectable by law in accordance with this Agreement. Should these expenses not be covered by funds in Affiliate's account Company reserves the right to investigate other alternative means for obtaining payment. For example: should Affiliate's account have generated purchasing accounts Company will hold payment of commission for these accounts until such a time as the account for damages has been cleared. Should Affiliate's account not be active and be generating profit through commission payments Company reserve the right to demand payment from Affiliate.

3.17 In order for this agreement to be valid the Affiliate must promote the "BetDSI" brand in a positive and responsible light. If at any time the affiliate ceases promoting "BetDSI" the Company may consider the partnership null and void and any and all commissions can be held with the Affiliate account being suspended indefinitely

4. Commissions

4.1.

- a. For information on the available commission structures we offer please contact an affiliate manager upon approval of your affiliate application. We reserve the right to raise or lower any affiliates' commission rate solely at Management's discretion.
- c. Net revenue is calculated as follows: Total net losses from customers minus charge-backs, fraud, processing fees and promotional items.
- d. In the case of two or more affiliates competing over player(s) account(s), Management makes the decision whom gets the player account. Management's decision is final.

4.2.

- a. Clickswagger.com shall pay commissions monthly, in accordance with this contract. If Affiliate commissions earned do not exceed three hundred dollars (\$300.00 USD), then payment will be carried over to the following month until they exceed \$300.00 USD.
- b. Payment methods are continually updated on the website, along with the minimums, maximums, and costs. It is responsibility of the Affiliate to select the method of payment. The fees associated with their selected payment method will be deducted from their payout amount.
- c. Negative earnings are carried over to the next month.

4.3.

- a. Affiliate shall not earn commissions on their own or related persons [Clickswagger.com](https://clickswagger.com) account. In the event of a violation, [Clickswagger.com](https://clickswagger.com) has the right to void all current and future play as well as eliminate any earned commissions applicable from such play.
 - b. If an Affiliate is using an account for the purpose of cash back on his/her losses, the Affiliate account will be closed, any and all commissions will be forfeited. This includes a group of friends or
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family members that setup an Affiliate account for the purpose of cash back on their losses. Management decision shall be final in this regard.

c. Since Chargebacks directly affect the accumulated Net Revenue received by Us, it affects Your commission payment as well. If a Referred Player disputes a transaction which eventually results in a chargeback, the accumulated chargeback amount will be removed from your Gross revenue. In case of CPA accounts we will remove CPA (\$) you received.

5. Publicity

You shall not create, publish, distribute, or permit any written material that makes reference to Clickswagger.com as your partner, which disparage Clickswagger.com, which contains false information or representations concerning Clickswagger.com or its services, or which otherwise contravenes the terms of this Agreement in any manner.

Failure to comply with this provision shall result in the immediate termination of this Agreement and the forfeiture of any referral fees credited to your account. You will further be required to immediately remove the impugned information and/or representations from Your Site (or any other website over which you have control) and you will be required to immediately post a retraction/correction a Clickswagger.com's direction. Notwithstanding the foregoing, Clickswagger.com shall also retain the right to bring legal proceedings against you for any damages suffered as a result of your actions.

6. License

WE GRANT YOU A NON-EXCLUSIVE, NON-TRANSFERABLE, REVOCABLE LICENSE TO USE THE Clickswagger.com LINKS AND LOGOS AND TRADEMARKS ("LICENSED MATERIALS") AS FOLLOWS:

- a. To permit users of Your Site to access Our Site through the Links solely in accordance with this Agreement;
- b. To use the Clickswagger.com Trademarks and Logos solely in connection with such Links; and
- c. To use similar identifying material relating to us (but only in the forms that they appear on our <http://Clickswagger.com> site) for the sole purpose of linking Your Site to Our Site.

You may not alter, modify, or change the Licensed Materials in any way. You are only entitled to use the Licensed Materials while you are a member in good standing with Clickswagger.com's Affiliate Program. You shall not make any specific use of any Licensed Materials for purposes other than in connection with supporting new accounts (sales) to Clickswagger.com from Your Site without first submitting a sample to us and obtaining the prior written consent of your Clickswagger.com Affiliates Manager. Consent shall not be unreasonably withheld. You agree not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays us in a negative light. We reserve all of our rights in the Licensed Materials and of our other proprietary rights. We may revoke this license at any time, by giving you written notice. In entering into this Agreement, you allow us to provide Links from Clickswagger.com sites to Your Site(s) for the purpose of promoting this Agreement. This license shall terminate immediately upon the termination of this Agreement.

7. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Affiliate Program application and



will end when terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. Termination of this Agreement will be effective immediately upon the provision of such notice.

8. Relationship of Parties

You and Clickswagger.com are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or otherwise, that reasonably would contradict anything in this Section.

9. Confidentiality

All information, including without limitation, the business and financial information, customer and supplier lists, and pricing and sales information, concerning **Clickswagger.com** or any of our Affiliates shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through another source.

10. Disclaimers

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

11. Limitation of Liability

Clickswagger.com WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

12. Indemnity

You hereby agree to indemnify and hold harmless **Clickswagger.com** and its holding company, subsidiaries and other group companies, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable legal fees and expenses) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on:

(1) any claim that our use of any trademarks or other proprietary material provided by you pursuant to this Agreement infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party;

(2) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or



(3) any claim related to Your Site, including, without limitation, content therein not attributable to us.

13. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

14. Governing Law

This Agreement will be governed by the laws of the Costa Rica without reference to rules governing choice of laws. You hereby submit to the jurisdiction of the Courts located in Costa Rica with respect to any dispute, claim or other matters arising under this Agreement and the Courts of Costa Rica shall have non-exclusive jurisdiction with respect to any such dispute, claim or other matters. However, nothing herein prevents Clickswagger.com from proceeding against you in courts of any other jurisdiction.

15. Assignment and Non-Waiver

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent, which may be withheld in our unfettered discretion. Subject to that restriction, this Agreement will be binding on, ensure to the benefit of and be enforceable against you and your successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications

Affiliate expressly agrees to the terms and conditions of this Agreement by clicking the "Submit" button on the Affiliate Registration Form page.
