

Following are the full Terms and Conditions for enrolment in the Magiplay Affiliates Program. It is important that you carefully review the entire agreement. This document forms a binding legal contract between Magiplay Ventures Ltd, a Gibraltar-incorporated company with the registration number 124375, located at 21 Engineer Lane, GX11 1AA Gibraltar ("Magiplay Ventures", "Magiplay Affiliates", "Company", "us", or "we") and the party agreeing to these terms ("you" or "the Affiliate"). This contract ("The Affiliate Agreement" or "Agreement") governs your relationship with us.

By signing up for the Affiliate Programme, or by using any of our marketing materials, accepting any rewards, bonuses, or commissions (as outlined in the Affiliate Agreement or provided through our Affiliate Programme), you acknowledge and agree that: (i) you have thoroughly reviewed, understand, and accept the Terms and Conditions detailed in this Affiliate Agreement; and (ii) you are at least 18 years old; and (iii) You will adhere to the terms of this Agreement, our Privacy Policy as available on our websites ("Company Websites"), and all other regulations and guidelines introduced periodically. The Company may at any time and without prior notice, modify, update, or amend any part of this Agreement at its sole discretion, and will make reasonable efforts to inform you of these changes. Such modifications become effective immediately upon being posted on this website unless otherwise indicated. You will be asked to accept any changes when you log into your account. It is your responsibility to maintain current contact details and promptly notify us of any changes at [affiliate@magiplayaffiliates.com](mailto:affiliate@magiplayaffiliates.com).

If you do not agree to the following terms and conditions set out in this Agreement, you should discontinue your application.

#### **Definition of Terms:**

*"Affiliate Agreement" or "Agreement"* refers to the entirety of this contract, which includes (i) the terms and conditions specified herein, (ii) the Privacy Policy, and (iii) the Affiliate Application Form.

*"Affiliate"* denotes you, the individual or entity applying to participate in the Affiliate Programme.

*"Affiliate Application"* represents the form through which an Affiliate applies to join the Affiliate Programme.

*"Affiliate Programme"* describes the partnership between Magiplay Affiliates and the Affiliate, designed for the promotion of the Company Partner Websites by the Affiliate through the creation of Links from the Affiliate's website(s) to the Company Partner Websites. This partnership rewards the Affiliate with a Commission based on the traffic generated to the Company Partner Websites, all governed by this Agreement and the Magiplay Affiliates Commission Structure.

*"Affiliate Account"* is an account in the name of the Affiliate with Magiplay Affiliates.

*"Affiliate Services"* are defined as the promotional activities undertaken by the Affiliate on behalf of Magiplay Affiliates and include creating Links from the Affiliate Website(s) to the Company Partner Websites.

*"Affiliate Website(s)"* refers to one or several internet sites owned, operated, or controlled by the Affiliate, or any site used by the Affiliate to display Approved Marketing Materials and/or Links.

*"Approved Marketing Material"* includes banners, texts, and other promotional materials, whether digital or print, provided to the Affiliate by Magiplay Affiliates or created by the Affiliate in line with Magiplay Affiliates's marketing guidelines per market/territory. These materials must be approved by Magiplay Affiliates.

*"Affiliate Network"* An individual and/or entity with which You have a business relationship with and who operates for You with the intention of driving traffic to the Partners Websites, or that You direct in any appropriate manner to the Partners Websites and who does not have an Affiliate Account directly with Magiplay Affiliates but is connected to Your Affiliate Account with approval of Magiplay Affiliates.

*"Commission" or "Affiliate Payment"* refers to the share of Net Revenue due to the Affiliate, calculated based on the Magiplay Affiliates Commission Structure.

*"Magiplay Affiliates Commission Structure"* outlines the specific commission arrangements as expressly agreed upon in writing between Magiplay Affiliates and the Affiliate.

*"Magiplay Affiliates"* signifies the Company and any affiliated entities involved in managing the Company Partner Websites.

*"Balances carried over"* is the calculation of commission where Net Win is negative due to Customer winnings and/or Admin Fees and/or Cash Items and/or Progressive Contributions and/or Fraud Costs

*"Chargeback"* The reversal of a payment made previously by a Customer or the credit card-issuing bank or any other third party payments solution provider. Chargebacks are regarded as Fraud for the purposes of calculating net revenues.

*"Company"* is Magiplay Ventures Ltd, registered in Gibraltar under number 124375 with its office located at 21 Engineer Lane, GX11 1AA Gibraltar and/or its affiliate program Magiplay Affiliates

*"Commencement Date"* is the date on which Magiplay Affiliates confirms Your application to join the Affiliate Program has been accepted.

*"Company Partner Websites"* or *"Partners Websites"* are the gaming websites promoted by the Company, notably [www.casinovice.com](http://www.casinovice.com) and any other such websites as informed to the Affiliate.

*"Confidential Information"* encompasses all commercially or critically valuable information for either party, such as financial details, trade secrets, strategies, databases, customer information, technology, marketing plans, and operational methods relevant to the Company.

*"Applicable laws"* refers to all laws, statutes, regulations, edicts, bye-laws, mandatory codes of conduct and mandatory guidelines, whether local, national, international or otherwise existing from time to time, which are legally binding on either Party and which are applicable to that Party's rights or obligations under this Agreement.

*"General Terms and Conditions"* are the policies and conditions found on the Company Partner Websites.

*"Intellectual Property Rights"* include all forms of intellectual property such as copyrights, patents, trademarks, domain names, designs, confidential information, either registered or unregistered, and any similar rights or interests.

*"Links"* are the internet hyperlinks that connect the Affiliate Website(s) to the Company Partner Websites.

*"Net Revenue"* defines the total revenue generated from casino activities on the Company Partner Websites from New Customers referred by the Affiliate, after deducting payouts, bonuses, administrative fees, fraud-related costs, charge-backs, returned stakes, taxes, jackpot contributions, and any other network fees.

*"New Customer"* means a new first time customer of the Partner Websites who has (a) visited your site(s); (b) clicked through to a Partners Website via your click-thru link (c) created a new player account (d) has made a first deposit amounting to at least the applicable minimum deposit at the Company Partner Websites in their Company Partners Website customer account in accordance with the applicable terms and conditions of the Company Partners Website, but excluding you, your employees, relatives and/or friends, no later than 90 days from having registered their account with Company Partner Website; and (e) is not already in Company Partner Websites customer database (where the customer has previously closed his Company Partner Websites player account and opened a new one through you "Duplicate account", such condition shall be deemed not to be satisfied).

*"Parties"* means Magiplay Affiliates and the Affiliate, each referred to as a "Party".

*"Spam"* is defined as Unwanted or unsolicited email or SMS or any other form of communication sent indiscriminately to one or more mailing lists, individuals, or newsgroups. This shall include not having appropriate opt-ins and/or opt-outs prior to the sending of such communication and the lack of maintaining records of the same.

## 2. Purpose

Magiplay Ventures Ltd (Us) is entrusted to market remote gambling services for its licensed Company Partners Websites, on their behalf. The Company (Us) has elected to further promote the Company Partner Websites via the Magiplay Affiliates Programme. The Affiliate (You) maintains and operates one or more websites on the internet (hereinafter collectively referred to as "Affiliate Website"), and/or refers potential customers to the Company Partners Websites through other channels. This Agreement governs the Terms and Conditions which are related to the promotion of Company Partners Websites by the Affiliate, whereby the Affiliate will be paid a commission as defined in this Agreement depending on the traffic sent to any of the Company Partners Websites, pursuant to the terms of this Agreement.

### **2.1 Registration of your Customer**

Your Customers will be registered and their transactions tracked. We reserve the right to facilitate refusal of Customers (or to close their accounts) if necessary to comply with any requirements we may periodically establish. By opening an account with our Company Partners Websites, Customers will become our Company Partners customers and, accordingly, all of partners rules, policies, and operating procedures will apply to them. Please be aware that there are certain jurisdictions from which Company Partners cannot, for legal or regulatory reasons, accept business from and as such, no Customers will be able to register from those jurisdictions.

### **2.2 Modification**

We may modify any of the terms and conditions contained in this Agreement or replace it at any time and in our sole discretion by notice to you in writing. Modifications may include, for example, changes in the scope of available Referral Commissions and Affiliate programme rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in our affiliate programme following our posting of a change notice or new agreement to you will constitute binding acceptance of the modification or of the new agreement.

### **2.3 Your Application**

To become a member of our affiliate programme you will need to accept these terms and conditions by completing the 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 to whether or not your application has been successful, and the date of such notification shall be considered the effective date of this Agreement.

## **3. Your Rights and Obligations**

### **3.1 Linking to our Partners Websites**

By agreeing to participate in this Affiliate programme, you are agreeing to create and maintain unique links from your site to the Partners Websites which are promoted by us. You may link to our Partners Websites with any of our banners, articles or with a text link. This is the only method by which you may advertise on our behalf.

### **3.2 Spamming**

We will be entitled to terminate this Agreement immediately without recourse for you if there is any form of spamming or if you advertise our services in any way other than as contemplated by this Agreement. You shall not make any claims or representations, or give any warranties, in connection with us and you shall have no authority to, and shall not, bind us to any obligations.

### **3.3 Registering of Domain Names**

You shall also refrain from registering (or applying to register) any domain names or trademarks similar

to any domain name or trademark used by or registered in the name of Magiplay Ventures, Magiplay Affiliates or to any entity within the same group or any other name that could be understood to be designated to the Company.

### **3.4 Bidding on Brand Terms**

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 our Company trademarks or Partner Company Websites, or otherwise include the words "Casinovice", "Casinovice gaming", "Casinovice casino", or similar, or include metatag keywords on the Affiliate Website which are identical or similar to any of our designated trademarks. You will not receive commissions for any customers who are found to have been, or which we have reason to believe have been, referred to any of the Websites by You in breach of this clause.

### **3.5 Agency Appointment**

By this Agreement, we grant you the non-exclusive, non-assignable, right to direct Customers to our Partners Websites(s) in accordance with the terms and conditions of this Agreement. This Agreement does not grant you an exclusive right or privilege to assist us in the provision of services arising from your referrals, and we obviously intend to contract with and obtain the assistance of others at any time to perform services of the same or similar nature as yours. You shall have no claim to Referral Commission or other compensation on business secured by or through persons or entities other than you.

### **3.6 Approved Layouts**

You will only use our approved advertising creative (banners, editorial columns, images and logos) and will not alter their appearance nor refer to us in any promotional materials other than those that are made available to you via the affiliate platform . The appearance and syntax of the hypertext transfer links are designed and designated by us and constitute the only authorised and permitted representation of our Partners Websites.

### **3.7 Marketing Guidelines**

You agree that you will adhere to all policy and guideline documents which we send you from time to time and the process for handling breaches of this Agreement. In addition, you agree that you will keep up to date with all marketing rules and that you will undertake any online training courses which we may require you to complete.

### **3.8 Good Faith**

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 there has been such traffic. We reserve the right to withhold affiliate payments and/or facilitate in suspension or closure of accounts where affiliated customers are found to be abusing any Partners Websites offers or promotions whether with or without your knowledge. Such situations include but are not limited to different customers betting both sides of an event or market so as to limit risk and claim bonuses.

### **3.9 Responsibility for Your Site**

You 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. The Magiplay Affiliates Programme 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.

### **3.10 Affiliation**

You must not state or otherwise infer that there is any partnership, joint venture, agency or franchise relationship between your site and any Magiplay Affiliates Partners Websites.

### **3.11 Licence to use Marks**

We hereby grant to you a non-exclusive, non-transferable licence, during the term of this Agreement, to use our Partners Websites trade name, trademarks, service marks, logos and any other designations, which we may from time to time approve ("Marks") solely in connection with the display of the promotional materials on your site. This licence cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the Marks is limited to and arises only out of this licence. You shall not assert the invalidity, unenforceability, or contest the ownership of the Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our rights in the Marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill. You must notify us immediately if you become aware of the misuse of the Marks by any third party.

### **3.12 Confidential Information**

During the term of this Agreement, you may be entrusted with confidential information relating to our business, operations, or underlying technology and/or the Affiliate programme (including, for example, Referral Commissions earned by you under the Affiliate programme). You agree to not disclose or conduct unauthorised use of any such confidential information to third persons or outside parties unless you have our prior written consent and that you will use the confidential information only for purposes necessary to further the purposes of this Agreement. Your obligations with respect to confidential information shall survive the termination of this Agreement.

### **3.13 Data Protection**

You shall at all times comply with all applicable data protection legislation.

### **3.14 Licensing Requirements**

You acknowledge that our Partners Websites are licensed by the Government of Curacao (the "Regulator"), and accordingly by extension we are bound by certain licensing conditions and codes of practice (the "Regulatory Rules"). In addition, we are subject to the requirements of consumer protection legislation.

### **3.15 By signing this Agreement and joining the Magiplay Affiliates Programme, you agree:**

**(a)** to comply with any applicable consumer protection legislation, to observe and comply with all directions and instructions issued by us concerning compliance with consumer protection legislation and to ensure that you will not, in your activities under this Agreement, prejudice, or otherwise interfere with, our compliance with consumer protection legislation. In particular, you shall not alter the appearance, design and content of the our approved banners and text links and/or promotional messaging, or complete any action that will have the effect of: **(i)** altering or removing any promotional terms and conditions which we include on any banners and text links and/or promotional messaging; or **(ii)** affecting the means by which a potential Customer may access such promotional terms and conditions from the banners and text links and/or promotional messaging, and

**(b)** to provide such information to us as we may reasonably require in order to enable us to comply with our Partners information reporting and other obligations to the Regulator.

## **4. Referral Commission Calculation**

### **4.1 Payable Referral Commission**

We agree to pay the Affiliate a commission based on the Net Win generated from new customers referred by the Affiliate's website and/or other channel to our Partners Websites. New customers are those customers of the Partner Company who do not yet have and have not had a betting account with the Partner Website and who have first accessed a Partner Website via a tracking link and who properly register and make real money transfers at least equivalent to the minimum deposit into their account. The commission shall be deemed to be inclusive of value added tax or any other tax if applicable. Each tracking link provided to You is brand/Website specific, and commissions shall be calculated as a percentage of the Net Win generated by referred customers' activity on the Partner Website to which they were referred via a tracking link, and in accordance with what is set out in the commission structures for the particular product. The calculation is product specific and it is set out in every product-specific commission structure.

### **4.2 Payable Commission Calculations**

Affiliates are eligible for payment on the balance of their games earnings. Negative commission balances in respect of any revenue share element of the Referral Commission will be deducted from available commissions. Other than in respect of negative balance due to Fraud, or separately, the High Roller Policy, no negative commission balances will rollover to the following month and the available commissions will re-set to zero each month.

### **4.3 High Roller Policy**

Negative commissionable revenue generated in any given month by any customers who the Company, in its sole discretion, determines to be "High Rollers" will be carried forward and offset against future commissionable revenue generated by the High Roller referred by the affiliate, until such negative commissionable revenue is cleared. The determination of the criteria to categorise a Player as "High Roller" shall be in the Company's sole discretion, and the Company's sole responsibility in this regard shall be to outline in the most transparent way the categorisation of any customers referred by the affiliate as the same by way of amendment to these terms and conditions. The Company's current criteria for determining our High Roller policy are:

Player generates negative commissionable revenue of at least €10,000, and the aggregate commissionable revenue in that month (for the casino) for that Affiliate is negative, then such Player shall be deemed to be a High Roller;

If both of the above criteria are met 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;

The negative balance carried forward cannot be set-off against other players' positive commissionable revenue;

The negative balance carried forward cannot be greater than the total aggregate negative commissionable revenue for the affiliate, for that month;

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

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

### **4.4 Referral Commission Payments**

Your Referral Commission will be paid to you monthly, subject to the minimum pay out of €500. Referral Commission payments will be paid by bank wire transfer. Please be aware that although we will not

deduct any charges for arranging a bank wire, your own bank may choose to levy a charge on such transactions.

#### **4.5 Referral Commission Payment Currency**

All Referral Commission Payments will be due and paid in Euros. Payments may be subject to currency conversion by your receiving bank should this be in another currency, and determined by Your bank at the time of the transaction. Magiplay Affiliates are not responsible for any currency conversion charges, bank fees, or differences in the amount received due to fluctuations in the exchange rate. Referral Commissions arising from Customer Accounts that are held in currencies other than the Euro currency will be converted at the mid-point which applied at the time the Referral Commission was earned.

### **5. Term and Termination, Consequences and Unsuitable Sites**

#### **5.1 Term and Termination**

The term of this Agreement will begin when you are approved as an affiliate and will be continuous unless the Agreement is terminated. This Agreement may be terminated by either party by giving a thirty (30) day written notification to the other party. Written notification may be given by an email. We reserve the right to terminate the agreement if the Affiliate is in material breach of any of its obligations under this Agreement and/or and/or of any applicable laws and regulations and/or if its conduct causes us or any Partner entity to fall in breach of any of its licence conditions and/or any and all applicable laws and regulations. These include but are not limited to acts of fraud, spamming etc. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification. In addition to termination at will by either party, we may terminate this Agreement for cause in the event you breach any of the provisions of this Agreement. Such termination will take effect immediately.

#### **5.2 Consequences of Termination**

Upon termination you must remove all of our banners/icons from your site and disable all links from your site/s to all our Partner Websites. All rights and licences given to you in this Agreement shall immediately terminate. You will return to us any confidential information, and all copies of it in your possession, custody and control and will cease all uses of our Marks. In the event this Agreement is terminated by us for cause, we shall not be obliged to pay you any further Referral Commissions following the date of termination. For the avoidance of doubt, you shall only be entitled to any Referral Commission which has been incurred prior to the date of termination and shall no longer be entitled to any Referral Commission incurred by Customers after the date of termination of this Agreement, notwithstanding that they continue to generate revenue for our Partner Websites. In the event this Agreement is terminated for convenience, you shall continue to be entitled to receive the Referral Commission for Customers who are active on our Partner Websites, subject always to the fee structure agreed in the Fee Schedule.

#### **5.3 Unsuitable Sites**

You will not use any Affiliate Links or otherwise place any digital advertisements whatsoever featuring our Intellectual Property Rights (or in any other way link to or drive traffic to any Partner Websites via) on any unsuitable websites (whether owned by a third party or otherwise). Unsuitable websites include, but are not limited to, those that: are aimed at children, display illegal pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or in any way violate the intellectual property rights of any third party (including for the avoidance of doubt, any illegal streaming websites) or of Partner Websites or breach any relevant advertising regulations or codes of practice in any territory or any jurisdiction where such Affiliate Links or digital advertisements may be featured.

#### **5.4 Duplicate Accounts and Self Referrals**

You shall not open more than one affiliate account without our prior written consent nor will you earn commission on your own or related person's affiliate account. The programme is intended for professional website publishers.

In the event that duplicate accounts are opened, CPA commissions shall not be paid for the particular players referred using such duplicate accounts, and this shall include payment of CPA commissions under the hybrid option.

#### **5.5 Self-Excluded & Blocked Players**

CPA commissions, including in hybrid payments, shall not be paid in the event that a customer becomes a self-excluded or blocked customer in the same month of registration.

#### **5.6 Continued Promotion**

You shall incorporate and prominently and continually display the most up-to-date links provided by us on all pages of your website in a manner and location agreed by us and you shall not alter the form, location or operation of the links without our prior written consent. You are eligible for Referral Commissions based upon your continued promotion of Magiplay Affiliates Partner Websites.

In the event that you fail to refer any new Customers during any consecutive 3 (three) month period, we reserve the right to reduce your Commission rate to a flat rate of not more than ten percent (10%) of Net Revenue until you introduce a total of three (3) new Customers within a 3 (three) month period, at which point (effective upon your referral of the third new Customer) your Commission rate will revert to the standard Commission rates set out above.

Your reduced or suspended promotion of our Partner Websites will be deemed to represent your termination of this Agreement.

#### **5.7 Relationship of Parties**

We and you are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. 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 would contradict anything in this Agreement

#### **5.8 Indemnity**

You shall defend, indemnify, and hold us, our directors, employees and representatives harmless from and against any and all liabilities, losses, damages and costs, including legal fees, resulting from, arising out of, or in any way connected with

- (a) any breach by you of any warranty, representation or term contained in this Agreement,
- (b) the performance of your duties and obligations under this Agreement,
- (c) your negligence or
- (d) any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorised use of our banners and links or this Affiliate programme.

#### **5.9 Disclaimers**

We make no express or implied warranties or representations with respect to the Affiliate programme, about ourselves or the Referral Commission payment arrangements (including, without limitation, functionality, warranties of fitness, merchantability, legality or non-infringement), and do not express nor imply any warranties arising out of a course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our Partner Websites will be uninterrupted or error-free and will not be liable for the consequences if there are any.



### **5.10 Limitation of Liability**

We 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 programme, 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 programme will not exceed the total Referral Commissions paid or payable to you under this Agreement. Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement. Our obligations under this Agreement do not constitute personal obligations of our directors, employees or shareholders. Any liability arising under this Agreement shall be satisfied solely from the Referral Commission generated and is limited to direct damages.

### **5.11 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 or contract with websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in this Affiliate programme and are not relying on any representation, guarantee, or statement other than as set out in this Agreement.

## **6. Miscellaneous**

### **6.1 Governing Law**

The laws of Gibraltar will govern this Agreement, without reference to rules governing choice of law. Any action relating to this Agreement must be brought in Gibraltar and you irrevocably consent to the jurisdiction of its courts.

### **6.2 Assignability**

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against you and us and our respective successors and assigns.

### **6.3 Payment of costs, duties and taxes**

Each party shall pay its own costs incurred in connection with the negotiation and preparation of this agreement. The Affiliate acknowledges that it is liable for any and all taxes, including VAT, which may be payable in connection with the Agreement.

### **6.4 Non-Waiver**

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. No modifications, additions, deletions or interlineations of this Agreement are permitted or will be recognised by us. None of our employees or agents has any authority to make or to agree to any alterations or modifications to this Agreement or its terms.

### **6.5 Remedies**

Our rights and remedies hereunder shall not be mutually exclusive, that is to say that the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. You acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision of this Agreement, we may seek enforcement or compliance by specific performance, injunction, or other equitable remedy. Nothing contained in this Agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of this Agreement, its being the intention

of this provision to make clear that our rights shall be enforceable in equity as well as at law or otherwise.

**6.6 Severability/Waiver**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.