



Terms And Conditions – MuchBetter Affiliate Program

To participate in the MuchBetter Affiliate Program Affiliates must comply with these Terms and Conditions at all times (“**Terms and Conditions**”). BY CHECKING THE BOX "Terms and Conditions before proceeding with your application" YOU AGREE TO BE BOUND BY THESE TERMS.

MIR Limited UK Ltd, company number 10417552, with its registered office located at Davidson House, Forbury Square, Reading, RG1 3EU, United Kingdom (“**MuchBetter**” or “**us**”) and you (hereinafter “**Affiliate**”), each a Party or collectively the Parties.

1. The MuchBetter Affiliate Program allows Affiliates to generate commission through the referral of the MuchBetter Services to New Customers (natural persons) (“MuchBetter Affiliate Program”). Definitions and Interpretation

1.1 The following terms when used in these Terms and Conditions shall have the following meaning:

Affiliate Customer Account means the Customer Account(s) held in the name of the Affiliate with MuchBetter that the Referred Customer’s accounts are tagged to.

Affiliate Relatives means: (i) where Affiliate is a legal entity, any affiliate, director, officer, shareholder or employee of Affiliate; or (ii) where Affiliate is a natural person.

Applicable Laws and Regulations means any law, statute, rule, regulation, order, circular, decree, directive, judgment, decision or other similar mandate of any applicable central, national, state or local governmental authority having competent jurisdiction over, or application, to the Party, a Referred Customer, or subject matter in question.

Commission means the commission payable by MuchBetter to Affiliate for the referral of the MuchBetter Services to New Customers in accordance with clause 3 (Commission) hereto.

Confidential Information means (i) these Terms and Conditions; (ii) each Party’s trade secrets, business plans, strategies, methods and/or practices; and (iii) any other information relating to either Party or its business that is not generally known to the public, including but not limited to information about either Party’s personnel, products, customers, marketing strategies, services or future business plans. Notwithstanding the foregoing, Confidential Information specifically excludes (A) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other Party; (B) information that is known to either Party without restriction, prior to receipt from the other Party under this Agreement, from its own independent sources as evidenced by such Party’s written records, and which was not acquired, directly or indirectly, from the other Party; (C) information that either Party receives from any third Party reasonably known by such receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (D) information independently developed by either Party’s employees or affiliates provided that either Party can show that those same employees or affiliates had no access to the Confidential Information received hereunder.

Fee Revenue means the NET transaction fees collected from a MuchBetter Merchant for the receipt of payments from Tagged Accounts excluding,

transaction fees in relation to payments made using: the MuchBetter Prepaid Card, foreign exchange fees, rebates, reversal costs, chargeback costs, administration fees and any other applicable fees as agreed between MuchBetter and the Merchant.

Intellectual Property means any patents, trademarks, copyrights, design rights (whether registrable or not), logos, copyright, trade, business and domain names, moral rights, know-how, trade secrets, rights in databases, rights in computer software and any other similar rights or obligations whether registrable or not (and including all applications and renewals or extensions of such rights) in any country;

Customer Account means the electronic money account registered with MIR Limited (“MuchBetter Customer Account”) in the name of a Customer (excluding the own and any other Affiliate Customer Account).

New Customer means a natural person who, at the time of the referral by Affiliate to MuchBetter in accordance with clause 2, does not have an existing Customer Account.

MuchBetter Merchant means a corporate, an association, a partnership, a trust or any other entity or organisation that has been accepted by MIR Limited UK Ltd to accept online payments from Customers for goods and services via the MuchBetter Services.

MuchBetter Services means the MuchBetter e-money payment Service

Prohibited Activities means the activities set out in clause 4 or any other activities communicated by MuchBetter from time to time.

Referred Customer means a New Customer who was referred by Affiliate to MuchBetter Services using the link provided in Affiliate’s approved Media and has successfully registered a Customer Account in accordance with the applicable Customer Terms and Conditions.

Tagged Account means the Customer Account of a Referred Customer that has been tagged to the Affiliate Customer Account for the purpose of generating Commission.

1.2 The MuchBetter Customer Terms and Conditions that govern the applicable Affiliate Customer Account, as amended from time to time (the “**Customer Account Terms and Conditions**”), are incorporated into and form part of these Terms and Conditions and apply to Affiliate and the Affiliate Customer Account. The MuchBetter Customer Terms and Conditions are available [here](#).

1.3 In the event of any inconsistency between any of the provisions of the applicable Customer Account Terms and Conditions and these Affiliate Program Terms and Conditions, to the extent of the inconsistency, these Affiliate Terms and Conditions will prevail. Capitalised words have the same meaning as in the MuchBetter Customer Terms and Conditions, if not otherwise defined herein.

2 Referrals

2.1 Affiliate shall co-operate in good faith with MuchBetter to promote and refer the MuchBetter Services to New Customers in accordance with these Terms and Conditions. Affiliate acknowledges and agrees that MuchBetter may in its

sole discretion decide whether or not to accept New Customers as Referred Customers.

- 2.2 The legal relationship between MuchBetter and any Referred Customer will be the sole remit and responsibility of MuchBetter. With the exception of clause 3 (Commission) MuchBetter will not be liable to account to Affiliate any details of such relationships.
- 2.3 Affiliate shall not have any power to accept Referred Customers or make contracts on behalf of MuchBetter and shall not make or give any promises, representations, warranties or guarantees, whether expressed or implied to New Customer on behalf of MuchBetter.
- 2.4 Affiliate shall not refer Affiliate Relatives to MuchBetter and MuchBetter shall not be liable to pay Commission to Affiliate in relation to Affiliate Relatives. If any Referred Customers become Affiliate Relatives, Affiliate shall notify MuchBetter immediately and MuchBetter shall cease paying Commission in respect of the Affiliate Relative with immediate effect.
- 2.5 To participate in the MuchBetter Affiliate Programme, you will need to apply for an affiliate account, using the dedicated Affiliate sign-up resource. Upon successful registration, MuchBetter will provide your referral links. MuchBetter will also supply your commission reports and other tools, assets and information from time to time and as applicable.

3 Commission

- 3.1 In consideration of the services rendered under these Terms and Conditions, MuchBetter shall pay Affiliate the following Commission:

15% of Net-Fee Revenue earned from Tagged Accounts.

For the avoidance of doubt, unless otherwise agreed by MuchBetter in writing, each Referred Customer shall only have one Tagged Account. No Commission will be payable by MuchBetter to Affiliate in relation to other Customer Accounts held by Referred Customers.

- 3.2 MuchBetter, in its absolute discretion, may stop paying commission in respect of a Referred Customer and reclaim or offset future Commission payments against any Commission paid to Affiliate in respect of the relevant Referred Customer, where MuchBetter has reasonable grounds to believe the Referred Customer concerned:

- (a) had a Customer Account (either through their direct relationship with MuchBetter or through another third-party) at the time of the referral by Affiliate;

- (b) was an Affiliate Relative at the time of referral or subsequently becomes an Affiliate Relative;

- (c) performs or attempts to perform a Prohibited Activity.

MuchBetter will inform Affiliate of any such suspension in advance, or, if this is not possible, immediately afterwards and give its reasons for the suspension

unless to do so would compromise reasonable security measures or is otherwise unlawful.

- 3.3 MuchBetter will pay Commission within 15 working days (or in such other frequency as determined by MuchBetter) following the end of the calendar month for which Commission is due and payable. Commission will be paid into the MuchBetter Affiliate Customer Account
- 3.4 The Commission will be inclusive of VAT, if applicable, or other applicable sales or service tax. If Affiliate runs a business that is subject to VAT or a similar sales or service tax, then Affiliate shall issue to MuchBetter, in a form and at intervals to be agreed between the Parties from time to time, a VAT invoice recognised by the relevant tax authority for the purpose of reclaiming the VAT paid on the Commission. The term "VAT" shall mean Value Added Tax or any equivalent sales tax in any relevant jurisdiction. The Parties shall co-operate in good faith to give effect to an efficient tax treatment of the supplies and the payments of consideration contemplated hereunder.
- 3.5 MuchBetter shall make commission reports available to Affiliate in such detail as MuchBetter determines from time to time. Affiliate must promptly and carefully review all reports on a regular basis and notify MuchBetter of any errors or discrepancies.
- 3.6 Affiliate has ninety (15) days from the date of each Commission payment ("**Claim Period**") to challenge the amount or calculation of the Commission paid ("**Claims**"). Where notice is provided in the Claim Period, MuchBetter shall use reasonable commercial efforts to investigate and resolve any errors or discrepancies and pay any outstanding Commission to Affiliate. If Affiliate fails to provide notice to MuchBetter of a Claim within the Claim Period, Affiliate shall be deemed to approve the Commission. After the Claim Period, MuchBetter shall be under no obligation to investigate any Claims and, to the extent permitted by law, Affiliate hereby releases and discharges MuchBetter from any and all liability with respect to paying any unpaid Commission that may otherwise have been payable to Affiliate ("**Released Claims**").
- 3.7 Affiliate hereby agrees not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against MuchBetter any action, suit or other proceeding concerning the Released Claims.
- 3.8 Commission will be paid directly into the applicable Affiliate Customer Account. If the applicable Affiliate Customer Account is closed (whether permanently or temporarily) for any reason, MuchBetter will be unable to pay the Commission. It is Affiliate's responsibility to ensure Affiliate Account remains active. MuchBetter shall not be liable to Affiliate for any losses or damages incurred due to the Affiliate Customer Account being suspended or closed.
- 3.9 Commission will not be payable to Affiliate, and Affiliate agree to return to MuchBetter any Commission paid to Affiliate, for any Referred Customer that

MuchBetter can reasonably demonstrate relates to illegal or abusive behaviour, fraudulent activity or Prohibited Activities.

4 Prohibited activities

4.1 Affiliate shall not, and shall ensure that Referred Customers do not perform any of the following activities:

(a) Create or operate multiple Customer Accounts without the prior written consent of MuchBetter.

(b) Make, in the reasonable discretion of MuchBetter, fake and/or artificial deposits with MuchBetter Merchants for the sole purpose of generating Commission.

(c) Open or operate a Merchant Account, without the prior written consent of MuchBetter.

(d) Register a Customer Account on behalf of another person.

(e) Create or employ any mechanism designed to artificially or automatically generate sign-ups to the MuchBetter Services.

(f) use counterfeit, forged, imitated, stolen or otherwise altered identification documents.

(g) Use or create any material that is sexually explicit, offensive, profane, hateful, threatening, harmful, graphically violent, defamatory, libellous, harassing, or discriminatory.

(i) disparage or portray MuchBetter or its affiliates in any way that will have a detrimental impact to their reputation.

5 Licences and Use of Proprietary Materials

5.1 For the duration and strictly for the purposes of these Terms and Conditions, MuchBetter hereby grants to Affiliate, a revocable, non-exclusive, non-transferrable, licence to use, copy and distribute the MuchBetter trademarks, trade names and logo provided by MuchBetter directly to Affiliate (the **“Proprietary Material”**).

5.2 MuchBetter reserves the right to revoke Affiliate’s licence granted under clause 5.1 at any time and at its sole but reasonable discretion.

5.3 Affiliate warrants, represents and undertakes to MuchBetter that:

(a) Unless authorised in writing by MuchBetter, Affiliate shall only use and/or display the Proprietary Material on the websites, webpages, internet pages, mobile platforms or applications, and offline media platforms (including, but is not limited to, classified ads, magazines and newspapers) that have been pre-approved in writing by MuchBetter (the **“Approved Media”**). (b) Affiliate shall not use social media sites (including but not limited to Facebook, LinkedIn, Twitter and Instagram) to display the Proprietary Materials or promote the MuchBetter Services or MuchBetter Affiliates Programme. (c) Affiliate shall not use and/or display the Proprietary Material in any manner that is inappropriate or that is in any way detrimental to MuchBetter; (d) Affiliate will not alter, add to, subtract from, or otherwise modify the Proprietary Materials including proportions, colours, elements, nor animate, morph or otherwise distort the Proprietary Materials perspective or

appearance; (e) Affiliate shall not bid on any keyword or on any Pay Per Click Search Engines where such keyword contain Proprietary Materials or other Intellectual Property owned by MuchBetter (or its licensor's) or any variation or misspelling of the same. Further, Affiliate shall not bid on any word or term that is confusingly similar to the Proprietary Materials or other Intellectual Property owned by MuchBetter (or its licensor's). (f) Affiliate shall not use, MuchBetter's (or any MuchBetter affiliate) name, trademarks, logos, trade names, business name, or the names of any of the services and/or products (or any name, trademarks, logos, trade name, or business name that is confusingly similar to the foregoing) in its corporate name, trade name, e-mail address, social media network account names or domain names. In addition, Affiliate shall not apply for or register any of the same in its own name. (g) Unless otherwise agreed in writing by MuchBetter, Affiliate may not sell, resell, assign, licence, sublicense or otherwise transfer rights to the Proprietary Materials, the MuchBetter Services or any Confidential Information. If Affiliate makes any amendments, derivative works or improvements to the Proprietary Materials or other Intellectual Property belonging to MuchBetter Affiliate agrees that such modifications shall be owned by MuchBetter. Affiliate hereby irrevocably assigns and transfers all such modifications to MuchBetter, and waives any moral rights therein.

5.4 MuchBetter and/or its affiliates and/or licensors own all right, title and interest, including all copyright, trademark and other intellectual property rights, in and to the MuchBetter and MuchBetter name and brand, the Proprietary Materials, the MuchBetter Services and all components used in providing the MuchBetter Services.

5.5 Nothing in these Terms and Conditions shall be construed to grant Affiliate ownership of any of the Proprietary Materials or any other Intellectual Property belonging to MuchBetter. Affiliate shall not make any claim of ownership over any Proprietary Materials or any other Intellectual Property which have been directly or indirectly provided or made available to Affiliate by MuchBetter in connection with these Terms and Conditions.

5.6 MuchBetter may in its discretion withdraw any consent provided in accordance with this clause 5 upon notice to Affiliate. Upon receipt of such notice, Affiliate will immediately cease such promotion of the MuchBetter Services, or use or display of Proprietary Materials, or other MuchBetter (or any MuchBetter associate company) logos or marks, etc.

5.7 MuchBetter reserves the right at any time without notice to Affiliate to review the Approved Media and any other forms of communication, media and websites to ensure that Affiliate is complying with these Terms and Conditions and the Customer Account Terms of Use.

6 Affiliate Warranties

6.1 Affiliate warrants, represents and undertakes to MuchBetter that:
(a) All of the information Affiliate has provided to MuchBetter is true, accurate and complete.

- (b) It shall not, without MuchBetter's prior written consent and, where applicable, the prior written consent of the intended recipient, engage in the distribution of any bulk emails (spam) in any way mentioning or referencing MuchBetter, the MuchBetter Services or using the Proprietary Materials. Furthermore, Affiliate is responsible for ensuring that their communications practices comply with all Applicable Laws and Regulations.
- (c) It shall not offer, promote or market the MuchBetter Affiliates Programme or the MuchBetter Services in countries where MuchBetter: (a) is prohibited or restricted from offering payment processing services; or (b) informs Affiliate not to promote the MuchBetter Affiliates Programme and/or MuchBetter Services. A list of prohibited countries is available upon request.
- (d) It shall comply with all Applicable Laws and Regulations, licences, regulations and codes of conduct applicable to the promotion and marketing of the MuchBetter Services and MuchBetter Affiliates Programme;
- (e) Unless authorised by MuchBetter in writing, it shall not offer or give any financial compensation (including but not limited to cashback) or any other reward that is designed to incentivise Referred Customers to use the MuchBetter Services.
- (f) It shall not and shall ensure that the Referred Customers do not carry out any Prohibited Activities.
- (g) Unless authorised in writing by MuchBetter, it shall not take any action designed to induce, encourage or cause MuchBetter Customers to modify or terminate their existing agreement with MuchBetter for the purposes of becoming a Referred Customer.
- (h) It shall not breach and shall ensure that the Referred Customers do not breach any of MuchBetter's Terms and Conditions or attempt to circumvent the MuchBetter security or verification procedures
- (i) It will not make or knowingly benefit from transactions which MuchBetter in its sole discretion deems to be suspicious, unauthorized, fraudulent or malicious including without limitation transactions that relate to money laundering, terrorism financing, fraud or other illegal activities.
- (j) It will co-operate with MuchBetter to investigate any suspected illegal, abusive, or fraudulent activity.

7 Confidentiality

7.1 Each Party will use and reproduce the other Party's Confidential Information only for the purpose of performing their obligations under these Terms and Conditions and only to the extent necessary for such purpose and will restrict disclosure of the other Party's Confidential Information to its employees, consultants or independent contractors with a need to know and will not disclose the other Party's Confidential Information to any third party without the prior written approval of the other Party. MuchBetter may also disclose Affiliate's Confidential Information to its affiliates for the purpose of performing its obligations under these Terms and Conditions or to administer the MuchBetter Affiliates Programme. Notwithstanding the foregoing, it will not be a breach of these Terms and Conditions for either Party to disclose Confidential Information of the other Party if required to do so by Applicable Law and Regulation, or in a judicial or other governmental investigation or proceeding.

7.2 The receiving Party agrees to return or destroy, and certify such destruction has been completed, the disclosing Party's Confidential Information upon termination or expiration of these Terms and Conditions or upon any request of the disclosing Party.

7.3 The Parties agree that if the receiving Party commits a breach, or threatens to commit a breach of the provisions of this clause 7, then the disclosing Party shall have the right to bring an action for injunctive relief or any other action at law or equity to specifically enforce the terms of this clause 7, it being acknowledged and agreed that any such breach or threatened breach could cause irreparable injury and that money damages may not provide an adequate remedy.

7.4 The Parties agree to ensure that their associated companies, owners, leading personnel, consultants and board Customers adhere to the abovementioned confidentiality undertaking.

8 Representation of authority

8.1 Each Party warrants and represents that it has and will maintain all the required rights and authority to enter into and to perform its obligations under these Terms and Conditions.

9 Liability and indemnities

9.1 Neither Party shall be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any punitive, exemplary, indirect or consequential loss or damages of any kind in connection with or arising out of these Terms and Conditions.

9.2 Neither Party shall be liable for any indirect loss of profit or loss of contract, loss of goodwill or reputation, loss of opportunity, loss of revenue or third party loss regardless of whether or not the same was foreseeable or had been brought to any Party's attention.

9.3 Subject to clauses 9.4 and 9.7, the aggregate liability of MuchBetter in contract, tort, negligence or otherwise arising out of or in connection with these Terms and Conditions in any period of 12 months from the Effective Date or any anniversary thereof (each a "Contract Year") shall be limited to the lower of (i) 10,000 USD or (ii) the total amount of Commission paid by MuchBetter to Affiliate in the previous Contract Year (or, in the first Contract Year, the commission received to date).

9.4 To the extent permitted by Applicable Laws and Regulations, nothing in these Terms and Conditions shall operate to exclude or restrict a Party's liability for the following:

- (a) fraud and fraudulent misrepresentation;
- (b) death or personal injury due to negligence;
- (c) wilful and malicious misconduct;
- (d) damage to real or tangible personal property;

(e) breach of clauses 5 (Licences and Use of Proprietary Materials), 6 (Affiliate Warranties), 7 (Confidentiality) and 10 (Compliance with Applicable Laws and Regulations).

9.5 Unless otherwise stated in these Terms and Conditions, neither Party shall be liable to the other Party for any liability arising out of its respective relationship with Referred Customers.

9.6 MuchBetter shall not be liable for any of the following:

- (a) any suspension or refusal to accept payments which MuchBetter has reason to believe to be made fraudulently or without proper authorisation or pose a security risk;
- (b) the payment instructions received contain incorrect or improperly formatted information; or
- (c) hardware, software or internet connection is not functioning properly;

9.7 Affiliate shall indemnify and hold harmless MuchBetter and its affiliates, employees and directors, on demand, against any and all claims, losses, liabilities, costs, expenses, reputational damage, loss of business or other damages (including reasonable legal fees) arising, directly or indirectly, from any breach of clause 4, 5, 6, 7 and 10 of these Terms and Conditions.

9.8. Each Party is responsible for their own tax obligations and Affiliate shall hold harmless MuchBetter against any claims arising from Affiliate or Affiliate Relative disregarding or violating their tax obligations.

10 Compliance with Applicable Laws and Regulations

10.1 In performing their obligations under these Terms and Conditions, both Parties shall comply with all Applicable Laws and Regulations from time to time in force, including but not limited to the Modern Slavery Act 2015, Anti-Bribery Act 2010 and MuchBetter's Anti-Bribery and Corruption Policy.

10.2 The Parties have and shall maintain in place throughout the term of these Terms and Conditions their own policies and procedures to ensure compliance with the Applicable Laws and Regulations.

10.3 Affiliate shall promptly report to MuchBetter any request or demand for any undue financial or other advantage of any kind received by Affiliate in connection with the performance of these Terms and Conditions;

10.4 Upon request by MuchBetter, Affiliate shall certify to MuchBetter in writing, that Affiliate and all persons associated with Affiliate under these Terms and Conditions are compliant with this clause 10.

10.5 Affiliate shall ensure that any person associated with Affiliate who is performing services in connection with these Terms and Conditions does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Affiliate under this clause 10. Affiliate shall be responsible for the observance and performance by such

persons and shall be directly liable to MuchBetter for any breach of this clause 10 by such persons.

11 Term and Termination

- 11.1 These Terms and Conditions shall commence on the earlier of: (a) the date Affiliate accepts the MuchBetter Terms and Conditions; or (b) the date Affiliate starts performing the services stated in clause 2.1 of these Terms and Conditions and shall continue unless terminated in accordance with these Terms and Conditions.
- 11.2 Either Party may terminate these Terms and Conditions without cause by giving thirty (30) days prior written notice to the other Party.
- 11.3 MuchBetter may terminate these Terms and Conditions immediately and stop paying Commission if Affiliate breaches clauses 4 (Prohibited Activities), 5 (Licences and Use of Proprietary Materials), 6 (Warranties), 7 (Confidentiality) or (10) Compliance with Applicable Laws and Regulations.
- 11.4 Either Party may terminate these Terms and Conditions immediately by giving written notice to the other Party (the “Defaulting Party”):
- (a) If the Defaulting Party files a petition for bankruptcy, becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors, or a receiver is appointed for the Defaulting Party or its business, or the Defaulting Party goes into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily.
 - (b) If the Defaulting Party breaches a material provision of these Terms and Conditions and such breach (if remediable) is not remedied within five (5) business days after written notice to the Defaulting Party identifying the matter or circumstances constituting the material breach., any breach of Affiliate’s obligations under clause 3 (Commission), 4 (Prohibited Activities), 5 (Licences and Use of Proprietary Materials), 6 (Affiliate Warranties), 7 (Confidentiality) or 10 (Compliance with Applicable Laws and Regulations) shall constitute a material breach.

12 Consequences of Termination

- 12.1 Without prejudice and subject to clause 12.2, upon termination of these Terms and Conditions, MuchBetter shall pay all Commission owing to Affiliate up to the effective date of termination. Thereafter, subject to clause 3.8 and 12.3 MuchBetter shall continue paying Commission in accordance with clause 3 for the lifetime of the Referred Customer.
- 12.2 Subject to clauses 3.6 and 3.8, if these Terms and Conditions are terminated by MuchBetter pursuant to clause 11.3 or 11.4, MuchBetter shall stop paying Commission to Affiliate for all Referred Customers immediately upon termination.
- 12.3 MuchBetter’s obligation to pay lifetime Commission after termination of these Terms and Conditions under clause 12.1 shall cease immediately if:

- (a) Affiliate or MuchBetter files a petition for bankruptcy, becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors, a receiver is appointed, or goes into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily;
- (b) Affiliate commits any Prohibited Activities after termination;
- (c) Affiliate breaches Clause 7 (confidentiality) or 12 (consequences of Termination); or
- (d) Affiliate Customer Account is closed.

12.4 The termination of these Terms and Conditions, however it arises, shall not affect any actual or contingent liabilities or claims of any Party hereto which accrue before these Terms and Conditions terminate.

12.5 On termination of these Terms and Conditions, Affiliate shall:

- (a) promptly return to MuchBetter any material supplied to Affiliate by MuchBetter;
- (b) cease to use any Confidential Information made available to it pursuant to clause 7; and
- (c) immediately cease using Proprietary Materials, and any MuchBetter Intellectual Property which have been directly or indirectly provided or made available to Affiliate.

12.6 Any provision of these Terms and Conditions which imposes an obligation after termination or expiration of these Terms and Conditions shall survive the termination or expiration of these Terms and Conditions, including but not limited to clauses 1, 3, 4, 6, 7, 8, 9, 10, 12, and 13.

13 Remedies

13.1 Without prejudice to the remedies under clauses 3 (Commission), 9 (Limitation of Liability) and 11 (Term and Termination), where Affiliate is in breach, or where MuchBetter has reason to believe Affiliate is in breach of any term of these Terms and Conditions, MuchBetter reserves the right to, at its sole discretion, carry out any and/or all of the following:

- (a) Instruct Affiliate to immediately carry out any instructions issued by MuchBetter including (without limitation) immediate suspension of such activities.
- (b) Cease to pay Commission on Tagged Accounts.
- (c) Reduce the amount of Commission for Tagged Accounts due and payable.

14 Relationship of the Parties

14.1 AFFILIATE AND MUCHBETTER ARE INDEPENDENT CONTRACTORS UNDER THESE TERMS AND CONDITIONS AND NOTHING HEREIN WILL BE CONSTRUED TO CREATE A PARTNERSHIP, JOINT VENTURE OR AGENCY RELATIONSHIP BETWEEN THEM. NEITHER PARTY SHALL HAVE AUTHORITY TO

ACT IN THE NAME OR ON BEHALF OF OR OTHERWISE TO BIND THE OTHER IN ANY WAY.

15 Third Party Rights

No person who is not a Party to these Terms and Conditions shall have rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of these Terms and Conditions.

16 Tax

MuchBetter shall not be responsible for any taxes, duties, assessments, fines, levies or other amounts payable by Affiliate to any governmental or regulatory authority arising out of these Terms and Conditions. Affiliate is responsible for reporting and paying any taxes, duties, assessments, fines, levies or other amounts payable or reportable in relation to Commissions earned through the MuchBetter Affiliates Programme.

17 Changes to these Terms and Conditions

MuchBetter reserves the right to change these Terms and Conditions at any time including changing the applicable Commission rate and to impose new or additional terms on Affiliate's participation in the MuchBetter Affiliates Programme. Changes will be effective as soon as they are published on the MuchBetter website. Affiliate's continuous participation in the MuchBetter Affiliates Programme after such changes shall be deemed acceptance thereof.

18 Notices

Notices to Affiliate shall be sent to the primary email address registered to Affiliate Customer Account. Notices to MuchBetter shall be sent to affiliates@MuchBetter.com. All Notices shall be deemed delivered 24 hours after the transmission is sent.

19 Force majeure

Neither Party shall be under any liability if it is unable to perform its obligations due directly or indirectly to any event or circumstances beyond its reasonable control including, without limitation: the act failure or omission by Government; telecommunications operators or other competent authority; war, military operations, or riot; difficulty, delay or failure in any machine, data processing system, manufacture, production; supply by third parties of the MuchBetter Services or with respect to Affiliate, the supply of the services under these Terms and Conditions; any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire; strike, lock-out, trade dispute or labour disturbance.

20 Assignment

20.1 Affiliate shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions without the prior written consent of MuchBetter.

20.2 Without prejudice to clause 20.1 of these Terms and Conditions, in the event Affiliate:

- (a) acquires another existing MuchBetter affiliate or its business;
- (b) is acquired or its business is acquired by another existing MuchBetter affiliate;

- (c) merges with another existing MuchBetter affiliate; or
- (d) is acquired or its business is acquired by a third-party who is not an existing MuchBetter affiliate

Affiliate shall notify MuchBetter prior to the transactions being completed.

MuchBetter reserves the right, in its sole discretion to: (1) in the event clause 20.2(d), decline the third-party's application to join the MuchBetter Affiliates Programme; (2) vary the Commission rate; (3) stop paying Commission under these Terms and Conditions; and/or (4) modify or terminate these Terms and Conditions.

21 Governing Law

These Terms and Conditions and any legal relationship between the Parties arising out of or in connection with the MuchBetter Affiliates Programme shall be governed by and interpreted in accordance with the laws of England and Wales. The Parties hereby irrevocably agree to submit to the exclusive jurisdiction of the courts of England for the settlement of any claim, dispute or matter arising out of or in connection with these Terms and Conditions.

22 Waiver

Any waiver of a right under these Terms and Conditions shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future (subject to the provisions of the Limitations Act 1980).

23 Entire agreement

These Terms and Conditions represents the entire agreement between the Parties in relation to its subject matter and shall replace and supersede all previous agreements, understandings, warranties and representations, either oral or written regarding the subject matter hereto. Each Party acknowledges that it has entered into these Terms and Conditions in reliance only on the representations, warranties, promises and terms contained in these Terms and Conditions and, save as expressly set out in these Terms and Conditions, neither Party shall have any liability in respect of any other representation, warranty or promise made prior to the date of these Terms and Conditions unless it was made fraudulently.

24 Severability

If any part of these Terms and Conditions is found by a court of a competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

25 Language

These Terms and Conditions are drafted in English. If they are translated into any other languages, it is for convenience only and the English version shall prevail.