

AFFILIATES AGREEMENT

This BETAMERICA AFFILIATES AGREEMENT contains the complete terms and conditions that apply to an individual or entity (an "Affiliate") that elects to participate in the BETAMERICA.com Affiliate Program (the "Program") offered by Betamerica.com

As used in this Agreement, the term 'site' applies to a World Wide Web site and, depending on the context, refers to either BETAMERICA.com or any Affiliate site.

1. Enrollment. To begin the enrollment process an Affiliate must submit a completed Affiliate Application. BETAMERICA will evaluate Affiliate's Application in good faith and will notify the Affiliate of BETAMERICA's acceptance or rejection of the application. An Affiliate's application may be rejected if BETAMERICA determines, in BETAMERICA's sole discretion, that Affiliate's site is unsuitable for the Program.

Unsuitable sites include, without limitation, those that:

- Have links or affiliations with any illegal and/or off-shore gambling;
- Promote violence;
- Promote illegal activities;
- Promote sexually explicit content;
- Promote any type of discrimination;
- Violate any copyrights or intellectual property rights;
- Contain any parameter deemed inconsistent with the standards of behavior and decorum associated with BETAMERICA's brand and Website.

2. Term. The "Term" of this Agreement commences on the date BETAMERICA agrees to accept an Affiliate's Application and will terminate upon written notice by either party. Either Affiliate or BETAMERICA may terminate this Agreement at any time, with or without cause, by giving the other party written notice of such termination. In addition, BETAMERICA reserves the right to cancel the Program at any time and for any reason, without prior notice. Upon the termination of this Agreement or the Program for any reason, Affiliate will immediately cease use of, and remove from Affiliate's site, all links to BETAMERICA.com and all BETAMERICA trademarks, trade dress, logos, and all other materials provided by or on behalf of BETAMERICA to Affiliate in connection with the Program.

3. Tracking and Processing. BETAMERICA will track and process the activity of customers that come to BETAMERICA.com via an Affiliate link. BETAMERICA's web server will send a client-side text string (cookie) containing Affiliates unique affiliate code to a customer's computer. BETAMERICA's system then uses those strings to identify an Affiliates site at the customer's point

of purchase or sale on BETAMERICA.com (“Customer Conversion”). BETAMERICA will send Affiliates a report summarizing Customer Conversion activity. The form, content, and frequency of these reports may vary from time to time at BETAMERICA’s discretion. To enable accurate Customer Conversion tracking, reporting, and Bounty (defined below), Affiliates must ensure that the special link provided to them by BETAMERICA is properly formatted. BETAMERICA will handle all Customer Conversion transactions and is responsible for all aspects of any BETAMERICA account created by a customer. BETAMERICA reserve the right to cancel accounts that do not comply with any BETAMERICA established requirement.

4. Qualifying Transactions. A Customer Conversion becomes a Qualifying Transaction when the customer creates an account, places at least one (1) wager on BETAMERICA.com, and the account remains active for not less than thirty (30) days. A Customer Conversion will be recognized as a Qualifying Transaction if that customer: follows a link (in the format specified by BETAMERICA) from an Affiliate site to www.BETAMERICA.com; signs up for a BETAMERICA.com account; has the account remain active for not less than 30 days; and places at least one (1) a wager on BETAMERICA.com. Accounts that are canceled or do not place at least one (1) wager will not be considered a Qualifying Transaction eligible for a Bounty (described below). BETAMERICA reserves the right to reject transactions that do not comply with these or other BETAMERICA established requirements.

5. Payment. Affiliates will earn a referral fee in the amount of fifty dollars (\$50.00) (a “Bounty”) for every Qualifying Transaction that occurs during the term. A Bounty is attributed to an Affiliate when the Affiliate is responsible for the customer’s last click before creating a BETAMERICA account. Affiliates will NOT earn a Bounty if an account is created but no wager is made or if an account is created but cancelled within 30 days from date of creation, even if a wager is made. An Affiliate’s Bounty will be paid, less any taxes BETAMERICA is required by law to withhold. If the Bounty payable to an Affiliate for any month is less than \$100.00, BETAMERICA may hold the Bounty until the total amount due is at least \$100 or, if earlier, this Agreement is terminated. If an Affiliate is paid a Bounty for an account that is cancelled within 30 days by a customer, BETAMERICA will deduct the corresponding Bounty from the Affiliate’s next payment or, if thereafter an Affiliate site accrues no Bounty during the following quarter, BETAMERICA may send that Affiliate a bill for the overpayment. Affiliates are not eligible to receive Bounties on their own transactions (setting up an account and wagering).

6. Brand Integrity. As a nationally recognized and reputable horse racing network and wagering provider, BETAMERICA's brand identity must be protected. An Affiliate may NOT modify BETAMERICA’s logo or represent itself

as BETAMERICA in any way, such as by citing itself as an "Official Site" in search engine listings or by posting duplicate content from the BETAMERICA.com site. Affiliates may not profit from BETAMERICA's trademarked terms, either through suggestive URLs or PPC key terms, nor may it use any of the content or images shown on BETAMERICA.com. When using a message board or community site to generate traffic, Affiliates must be compliant with that site's policies. This includes not posting on sites that prohibit all Affiliate activity, such as Craigslist.org. Affiliates are required to adhere to all terms and conditions associated with BETAMERICA wager rewards benefits. Affiliates are not permitted to offer their customers cash or other incentives for accessing BETAMERICA's web sites through links placed on Affiliate's site or email. In addition, Affiliates shall not contact BETAMERICA customers directly and shall forward any customer calls to BETAMERICA. Affiliates that do not abide by any of the foregoing will be subject to immediate suspension or termination. Bounties will not be accrued during suspension.

7. Policies and Procedures. Customers who create accounts through this Program will be deemed to be customers of BETAMERICA.com. Accordingly, all BETAMERICA.com rules, policies, and operating procedures concerning customer accounts, customer service, and wagering will apply. BETAMERICA may change BETAMERICA's policies and operating procedures at any time and without notice.

8. Limited License. BETAMERICA grants Affiliate a nonexclusive, revocable right to use the graphic images and text that BETAMERICA provides to that Affiliate and any other text or images for which BETAMERICA grant express permission, solely for the purpose of identifying an Affiliate site as a Program participant and to assist in generating new accounts. Affiliates may not modify any of these graphic images or text in any way. BETAMERICA reserves all intellectual property rights of BETAMERICA and BETAMERICA.com, including text, graphic images or any other images, trade names, and trademarks. Affiliate agrees to follow BETAMERICA's trademark guidelines and is aware that these may change. BETAMERICA may revoke an Affiliate's license at any time by giving an Affiliate written notice. Affiliate acknowledges that it has no right, title or interest in the intellectual property rights of BETAMERICA and BETAMERICA.com, and that the license granted herein may not be conveyed, assigned or transferred to any other person.

9. Responsibility for Sites. Affiliate is solely responsible for the development, content, operation, and maintenance of any Affiliate site. This responsibility includes:

- Functionality of BETAMERICA.com links.
- Maintaining current BETAMERICA creative elements in connection with such links.

- The technical operation of Affiliate site and all related equipment.
- The accuracy and appropriateness of site content (including horseracing-related information).
- The assurance that site content does not violate or infringe upon the rights of any third party (including copyrights, trademarks, privacy, or other personal and proprietary rights).
- Assurance that site content is neither libelous or otherwise illegal.

10. Modification. BETAMERICA may modify any of the terms or conditions contained in this Agreement, at any time, by posting a change notice or a new agreement on BETAMERICA's site. Modifications may include, for example, changes in the scope of available referral fees, referral fee schedules, payment procedures, and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO AN AFFILIATE, THE ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. AN AFFILIATE'S CONTINUED PARTICIPATION IN THE PROGRAM WILL CONSITUTE BINDING ACCEPTANCE OF ANY CHANGE.

11. Relationship of Parties: Affiliate and BETAMERICA are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representatives, or employment relationship between the parties. Affiliate will have no authority to make or accept any offers or representations on BETAMERICA's behalf. Affiliate may not make any statement, whether on Affiliate's site or otherwise, that would reasonably contradict anything in this section.

12. Limitation of Liability: BETAMERICA 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 Program, even if BETAMERICA have been advised of the possibility of such damages. Further, BETAMERICA's aggregate liability arising with respect to this Agreement and the Program will not exceed the total Bounty paid or payable to Affiliate under this Agreement.

13. Disclaimers. BETAMERICA names no express or implied warranties or representations with respect to the Program or any accounts created through the Program (including, without limitation, warranties of fitness, merchantability, non infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, BETAMERICA makes no representation that the operation of BETAMERICA's site will be uninterrupted or error-free, and BETAMERICA will not be liable for the consequences of any interruptions or errors.

14. Independent Investigation. AFFILIATE ACKNOWLEDGES THAT IT HAVE READ THIS AGREEMENT AND AGREES TO ALL ITS TERMS AND CONDITIONS. AFFILIATE UNDERSTANDS THAT BETAMERICA 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 AFFILIATES WEB SITE. AFFILIATE HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

15. Miscellaneous. This Agreement will be governed by the laws of the United States and the state of California, without reference to rules governing choice of laws. Affiliate may not assign this Agreement, by operation of law or otherwise, without prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. BETAMERICA may assign this agreement at any time and without notice to BETAMERICA's successor-in-interest following a merger, acquisition or similar corporate transaction. BETAMERICA's failure to enforce an Affiliate's strict performance of any provision of this Agreement will not constitute a waiver of BETAMERICA's right to subsequently enforce such provision or any other provision of this Agreement.

16. Spyware. BETAMERICA will refuse all applications or signups from Affiliates which BETAMERICA believes participate in spyware, adware or parasiteware techniques for driving traffic. BETAMERICA reserves the right to research and investigate Affiliates and their activities and, at BETAMERICA's own discretion, determine whether or not these practices are in place. Affiliates found in violation of this policy will be immediately terminated from the program and will forfeit all commissions.

17. Guidelines for Using Paid Search Listings: Any BETAMERICA Affiliate using paid search to generate commission must follow the guidelines below:

1. Correct representation of BETAMERICA's brand.
2. If an Affiliate is linking directly to BETAMERICA's site, the Affiliate must place BETAMERICA.com URL as the visible URL in that Affiliate's ad.
3. An Affiliate may not use BETAMERICA within its creative marketing, and cannot state that it is an Official Site.
4. An Affiliate may not copy any creative from BETAMERICA's own paid listings.
5. An Affiliate shall not purchase or register search engine keywords, AdWords, search terms or other identifying terms that include the word "BETAMERICA" or any variations thereof for use in any search engine, portal, sponsored advertising

service or other search or referral service. This prohibits Affiliate from bidding on: a. This prohibits Affiliate from bidding on BETAMERICA.com's trademark, "BETAMERICA", and any keyword string that includes this term. For example, "BETAMERICA horse racing", "BETAMERICA online betting", or variations of BETAMERICA.com's trademark.

b. If BETAMERICA.com determines, in its sole discretion, that Affiliate has purchased or attempted to purchase "BETAMERICA" or one of the cited examples above, then BETAMERICA.com may cancel all Bounty due, remove Affiliate from the Program permanently and pursue any other legal remedies available.

I have read and accept all terms in the BETAMERICA Affiliate Agreement and wish to register as an Affiliate.