

Terms and Conditions

B2B Partnership Agreement

Last Updated: November 2, 2025

1. Agreement Overview

These Terms and Conditions ("Agreement") govern the business relationship between OverBet Gaming ("Provider", "we", "us") and B2B partners ("Partner", "you") for the provision of gaming content and related services.

2. Definitions

"Content" means all gaming software, games, APIs, documentation, and related materials provided by OverBet Gaming.

"End-Users" means the players who access the Content through the Partner's platform.

"Licensed Territory" means the jurisdictions agreed upon in the commercial agreement.

"Platform" means the Partner's online gaming website or application.

3. License Grant

3.1 Scope

We grant Partner a non-exclusive, non-transferable license to:

- Integrate and display our Content on the Platform
- Market and promote the Content
- Allow End-Users to access the Content

3.2 Restrictions

Partner shall NOT:

- Sublicense or resell the Content
- Reverse engineer or decompile the software
- Remove or modify intellectual property notices
- Use Content outside the Licensed Territory
- Interfere with security features

4. Partner Obligations

4.1 Licensing and Compliance

Partner must:

- Hold valid gaming license in operating jurisdictions
- Comply with all applicable laws and regulations
- Implement KYC/AML procedures
- Maintain responsible gaming measures
- Pay all applicable taxes and fees

4.2 Technical Requirements

Partner shall:

- Maintain secure and reliable platform

- Implement proper API integration
- Ensure data protection compliance
- Provide adequate hosting infrastructure
- Maintain uptime standards (99.5% minimum)

4.3 Brand and Marketing

Partner must:

- Use approved marketing materials
- Maintain brand guidelines
- Obtain approval for promotional campaigns
- Include responsible gaming messages
- Display licensing information

5. Revenue Share and Payments

5.1 Revenue Model

Agreed commercial terms include:

- Revenue share percentage
- Minimum monthly fees (if applicable)
- Integration and setup fees
- Payment schedule (typically monthly)

5.2 Reporting

Partner shall provide:

- Monthly gaming revenue reports
- Transaction details
- Player statistics
- Financial reconciliation

5.3 Payment Terms

- Invoices issued monthly
- Payment due within 14 days
- Late payment interest at 2% per month
- Payment methods: Bank transfer, crypto

6. Intellectual Property

6.1 Ownership

All Content, including games, software, graphics, trademarks, and copyrights remain the exclusive property of OverBet Gaming.

6.2 Partner Marks

Use of Partner's trademarks requires mutual written consent.

7. Data Protection and Privacy

7.1 Data Processing

- Partner acts as data controller for End-User data
- We act as data processor for gaming transactions
- GDPR compliance required

- **Data Processing Agreement applies**

7.2 Confidentiality

Both parties shall:

- **Protect confidential information**
- **Use information only for authorized purposes**
- **Not disclose to third parties without consent**
- **Return or destroy information upon termination**

8. Service Level and Support

8.1 Availability

We commit to:

- **99.5% uptime for gaming platform**
- **24/7 technical monitoring**
- **Planned maintenance notifications**
- **Redundancy and backup systems**

8.2 Support

We provide:

- **Technical integration support**
- **Ongoing maintenance and updates**
- **Bug fixes and patches**
- **API documentation**
- **Dedicated account management**

9. Warranties and Disclaimers

9.1 Our Warranties

We warrant that:

- **Content functions as described**
- **We have rights to license the Content**
- **Content complies with applicable gaming standards**
- **Regular testing and certification conducted**

9.2 Partner Warranties

Partner warrants that:

- **Holds valid gaming licenses**
- **Platform is legally operated**
- **Complies with all applicable laws**
- **Has authority to enter this Agreement**

9.3 Disclaimer

CONTENT IS PROVIDED "AS IS". WE DISCLAIM ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

10. Liability and Indemnification

10.1 Limitation of Liability

Neither party liable for:

- Indirect or consequential damages
- Loss of profits or revenue
- Data loss (except as required by law)
- Force majeure events

Maximum liability limited to fees paid in preceding 12 months.

10.2 Indemnification

Partner shall indemnify us against claims arising from:

- Partner's breach of Agreement
- Unlicensed or illegal operations
- End-User disputes
- Violation of third-party rights
- Non-compliance with laws

11. Term and Termination

11.1 Term

Agreement commences on effective date and continues until terminated.

11.2 Termination Rights

Either party may terminate:

- For convenience with 90 days notice
- Immediately for material breach
- If other party becomes insolvent
- Upon loss of required licenses

11.3 Effect of Termination

Upon termination:

- License immediately revokes
- Partner must cease using Content
- Outstanding payments become due
- Data return or destruction as instructed
- Confidentiality obligations survive

12. Regulatory Compliance

12.1 Gaming Regulations

Partner responsible for:

- Obtaining and maintaining licenses
- Age verification
- Responsible gaming implementation
- Problem gambling support
- Advertising compliance
- Tax obligations

12.2 Audits

We may audit Partner's use of Content for compliance verification.

13. Updates and Modifications

We may:

- Update games and software
- Modify APIs with notice
- Add new features
- Remove deprecated features (with notice)

14. Dispute Resolution

14.1 Negotiation

Parties shall attempt good faith negotiation for 30 days.

14.2 Arbitration

Unresolved disputes submitted to arbitration under:

- International Chamber of Commerce (ICC) Rules
- Seat: London, United Kingdom
- Language: English
- Single arbitrator

15. General Provisions

15.1 Governing Law

Agreement governed by laws of Anjouan, Union of Comoros.

15.2 Force Majeure

Neither party liable for delays due to circumstances beyond reasonable control.

15.3 Assignment

Agreement not assignable without written consent.

15.4 Entire Agreement

This Agreement constitutes entire understanding between parties.

15.5 Amendments

Modifications require written agreement signed by both parties.

15.6 Severability

Invalid provisions severed without affecting remainder.

15.7 Notices

All notices sent to registered addresses or designated email.

16. Contact Information

Legal Department: legal@overbetgaming.com

Commercial Inquiries: sales@overbetgaming.com

Technical Support: support@overbetgaming.com

OverBet Gaming

Registered in Anjouan, Union of Comoros

Company Registration: OBG-001-2024

Gaming License: 001-2024

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