SOFTWARE VENDOR'S API LICENCE
TERM SHEET

The purpose of this Agreement is for use in connection with those who wish to make use of the Betfair API in conjunction with stand alone software applications that will be sold to third parties.

THIS AGREEMENT is made the day of

BETWEEN:

(1) **TSE DEVELOPMENT LIMITED** with its registered office at Waterfront, Hammersmith Embankment, Chancellors Road, Hammersmith, London W6 9HP ("**Betfair**"); and
(2) **[ ]** (the **"User"**).

RECITALS:

A. Betfair is the provider of the Betfair API (as defined below).
B. The User wishes to access and Betfair wishes to allow the User to access the Betfair API and the ability to develop software compatible with the Betfair API on the terms and conditions set out in this Agreement.

C. This Agreement shall relate to:

ACCOUNT USERNAME:

EMAIL:

Special Terms: [e.g. waivers of prohibitions, consents, rights to use trade marks subject to guidelines, added warranties and/or indemnities and variations to the standard terms generally]
(1) Subject to the due performance of his/her/its obligations under this Agreement the definition of "Commercialise" is hereby amended so that it means "sell, rent, lease, or license all or any part of the Betfair API", the restrictions set out in clauses 2.3 (e), (f), and (g) and the words "disclose or otherwise provide" in 2.3 (b) shall be deemed to be deleted SUBJECT ALWAYS to the User's compliance with one of the following conditions (the "Waiver")
CONDITION 1: The User agrees that any usage of the Betfair API shall be solely in connection with bets that use the systems and servers of Betfair; OR
CONDITION 2: The User has all necessary licences as may be required to make use of any third party data that may be incorporated into the Betfair API from the relevant third parties.
AND the User hereby indemnifies and holds Betfair harmless in relation to any liability Betfair may incur as a result of the User's non-compliance with the above conditions.
(2) The User shall, solely in connection with and pursuant to the Waiver, be empowered to grant users of its freeware, shareware or commercial software applications with the right to use the same notwithstanding clause 2.3(i).
(3) The User will ensure that any freeware, shareware or commercial software applications that it provides to third parties for use in connection with the Betfair API shall, as well as general exclusions of liability, incorporate a specific disclaimer that must be accepted as part of the terms of installation as follows:

DISCLAIMER

[INSERT NAME OF RELEVANT SOFTWARE] and our organisation is in no way connected to, warranted or endorsed by The Sporting Exchange Limited ("Betfair") and by installing the [INSERT NAME OF RELEVANT SOFTWARE] you acknowledge and agree that Betfair can in no way be liable nor owe you any duty to support or otherwise take any steps whatsoever in relation to [INSERT NAME OF RELEVANT SOFTWARE]
(4) The User shall not provide any freeware, shareware or commercial software applications to any third party without first ensuring that such third party has entered into a licence for the use of

the Betfair API with Betfair.

(5) The User will ensure that it includes a Vendor ID Code (as defined in the Terms and Conditions) in all software that it provides to third parties that will be identifiable to Betfair when such third parties use the relevant software to access the Betfair API.

(6) The User will not make its software available to third parties until it has the Vendor ID Code and once it does it will ensure that it is used at all times in conjunction with each individual software application.

(7) The User shall not provide software for on-course Bookmakers without prior consent from Betfair.

(8) Any User with products being used by Betfair customers shall not provide those products to any other betting exchange or betting company on an exclusive basis such that Betfair customers can no longer access those products. For the purposes of the restriction set out in this clause functionality such as unmatched bets, lay bets, or any sort of person to person betting platform are included in the definition of "betting exchange", and functionality allowing someone to place a bet is included in the definition of "betting company".

(9) If you are publishing Betfair prices, or data derived from Betfair prices, you need to clearly state that the prices are Betfair.com prices. You also need to clearly link to the Betfair.com homepage or if you are publishing prices relating to a specific market to that particular market on Betfair.com. It should be as easy as possible for anyone interested in betting at that price to click through to Betfair.com, open an account if wish to, and place that bet on Betfair.com. There will of course be circumstances where this Term does not apply, such as a bookmaker deriving prices from Betfair and publish prices under his own brand. However, in order for us to waive this term, you need specific consent in writing from Betfair. In any event, you shall not build any system that allows anybody to publish aggregated data from both Betfair and any other bookmaker, betting exchange or counterparty of any sort, or place bets on an aggregated

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price or amount of money derived from both Betfair and any other bookmaker, betting exchange or counterparty of any sort.

(10) Advertising:

a. The only Betfair reference permitted in publicising applications is 'for use in connection with Betfair, working through their API'. Use of Betfair logos or other references is not permitted without consent.

b. Advertising must not leave the prospective buyer with the impression that the Betfair API somehow provides faster access to Betfair Data than www.betfair.com. This is not the case. If the vendor wishes to talk about the speed of his service, it must be explicit that speed differences are as a result of the usability of the application.

c. Advertising must be in a form that is not prejudicial to Betfair in Betfair's reasonable opinion.

IN WITNESS WHEREOF this Agreement has been signed by the parties on the day and year first written above.

Signed by

for and on behalf of **TSE DEVELOPMENT LIMITED**:

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Signed by

As **USER**

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This Agreement will not bind Betfair until signed in the appropriate place by an authorised signatory of Betfair.

SIGNATURE OF THIS TERM SHEET SHALL CONSTITUTE ACCEPTANCE OF THE TERM SHEET AND THE TERMS AND CONDITIONS ATTACHED HERETO. IN THE EVENT THAT SUCH TERMS AND CONDITIONS ARE NOT ATTACHED THEN THE MOST RECENT AND UP TO DATE VERSION OF THE TERMS AND CONDITIONS AVAILABLE ON THE BLP.BETFAIR.COM WEBSITE FROM TIME TO TIME AND APPLICABLE TO THE RELEVANT TYPE OF API ACCESS SHALL BE DEEMED TO APPLY TO THE PARTIES.

TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

1.1 **"Agreement"** means the Term Sheet, these Terms and Conditions and any associated schedules;
"Betfair API" means the data and functionality (commonly referred to as the application programming interface or API) contained on the Exchange and/or Betting Facility together with access to the relevant Web Services Definition Language (WSDL) file where required;
"Betfair Terms and Conditions " means the terms and conditions, rules and regulations and privacy policy governing the use of the www.betfair.com web site as available for inspection at that site;
"Betting Facility" means the online betting facility made available by Betfair International ENC;
"Business Day" means any day (excluding Saturdays and Sundays) on which banks generally are open in the City of London for the transaction of normal banking business;
"Commencement Date" means the date on which this Agreement is agreed to by both parties;
"Commercialise" means sell, rent, lease, license or publish all or any part of the Betfair API for profit or otherwise use in a commercial or business context that does not equate to personal use or enable others to do so;
"Confidential Information" means all information which is not publicly known and that is disclosed (by whatever means, directly or indirectly) by one party to the other, whether before or after the date of this Agreement including any information relating to the IPR, products, operations, processes, plans, intentions, product information, each party's customer data the terms of this Agreement, market opportunities or business affairs of the disclosing party or any of its sub-contractors, suppliers, customers, clients or other contacts;
"Content" means all Confidential Information, data and/or functionality accessible from the Betfair API;
"Exchange" means the online betting exchange made available by Betfair Limited;
"Force Majeure" means any event outside the reasonable control of a party affecting its ability to perform any of its obligations (other than payment) under this Agreement;
"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor acting in good faith;
"Group" means, in relation to a company, any entity directly or indirectly controlling, controlled by or under common control of a party;
"Historical Betfair Data" means any data or service relating to a Betfair market after that market has been settled, including any service that facilitates building a database from live data that can be used after settlement;
"IPR" means any and all patents, trade marks, service marks, rights in designs (including semiconductor topography design rights and circuit layout rights), get-up, trade, business or domain names, goodwill associated with the foregoing, e-mail address names, copyright including rights in computer software (in both source and object code) and rights in databases (in each case whether registered or not and any applications to register and rights to apply for registration of any of the foregoing), rights
in inventions and web-formatting scripts (including HTML and XML scripts), know-how, trade secrets and other intellectual property rights which may now or in the future subsist in any part of the world including all rights of reversion and the right to sue for and recover damages for past infringements;
"Read Only Access" means access to the Betfair API with all the functionality set out in Schedule 1;
"Term Sheet" means the cover and signature pages of this Agreement containing the names of the parties and variable terms;
"Transactional Access" means access to the Betfair API with all the functionality set out in Schedule 2;
"UserID" means the confidential security keys specific to the User issued by Betfair to enable access to the Betfair API; and
"VendorID Code" means a code that is passed through every instance of usage of the Betfair API in connection with a particular software application developed by the User that enables Betfair to identify the User's software. Each individual software application written by the User will require a separate Vendor ID Code which will be provided on request by Betfair. Please note there is no charge per necessary additional VendorID under this license agreement.

1.2 Headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

1.3 Words importing the singular shall include the plural and vice versa. Words importing a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

1.4 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

1.5 Any obligation to do or not to do something shall include an obligation to procure that it be done or not done.

1.6 References to a party include that party's successors and permitted assignees and references to "Betfair" include, where appropriate, references to the operating company in the Betfair group that provides betting services to the User. If the User is situated in the UK this will be Betfair Limited and where the User is situated outside the UK this will be Betfair International ENC unless the User has been otherwise notified in writing.

1.7 In this Agreement, "control" shall have the meaning given to it in section 840 of the Income and Corporation Taxes Act 1988.

1.8 This Agreement may be executed in any number of counterparts which together shall constitute one agreement. Each party may enter into this Agreement by executing a counterpart and this Agreement shall not take effect until it has been executed by both parties.

1.9 Delivery of an executed counterpart of a signature page by facsimile transmission shall take effect as delivery of an executed counterpart of this Agreement provided that, if such method is adopted, each party shall provide the other with the original of such page as soon as reasonably practicable thereafter.

THE PARTIES AGREE AS FOLLOWS:

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2. **LICENCE**

2.1 In consideration of the payment by the User of the Access Fee in accordance with clause 4 below and subject to the terms and conditions of this Agreement, Betfair hereby grants to the User a nonexclusive, non-transferable, terminable licence to access the Betfair API solely for its own internal business purposes and for the purposes of developing software applications in each case in accordance with such other limitations and restrictions as set out in this Agreement.

2.2 Betfair agrees to enable the User's User ID with access to the Betfair API during the term of this Agreement. The User ID shall remain the property of Betfair and may be disabled from access to the Betfair API upon termination of this Agreement or upon occurrence of any of the events described in clause 2.3 below.

2.3 It is a condition of this Agreement that the User shall not do any of the following:

(a) assign, transfer, sub-license or disclose the User ID to a third party;

(b) assign, transfer, sub-license, disclose or otherwise provide any of the Content to a third party;

(c) collect personally identifiable information of any other user of the Betfair API;

(d) Commercialise the Content or access to the Exchange or Betting Facility;

(e) use the Betfair API in a manner which might enable a third party to interact with the web site www.betfair.com or any other web site owned or operated by Betfair;

(f) use the Content to provide market information to a third party for business or commercial use including but not limited to any use of the Content to create prices or a guide to prices for any commercial purpose;

(g) display data from the Betfair API via any electronically accessible medium without the express written consent of Betfair;

(h) create freeware, shareware or commercial software applications for use in connection with the Betfair API without the express written consent of Betfair;

(i) utilise software applications made available by third parties and intended for use specifically in relation to betting exchange or facility functionality and/or the Betfair API other than with the express written consent of Betfair;

(j) use the Betfair API in a way which proves or is likely to prove detrimental to Betfair and/or the performance of the web site www.betfair.com.;

(k) use the Betfair API to develop and make available to any third party products or services which are designed to enhance the appeal of any betting exchanges or betting facilities offered

by anyone other than Betfair;

(l) breach the provisions of clause 7.2;

(m) copy, reproduce, modify or use the Betfair API in any bureau, timeshare, or outsourcing arrangement or reproduce or on sell the whole or any part of the Betfair API whether aggregated with other data or otherwise;

(n) allow access to the Betfair API or Betfair Data to anyone without first ensuring that the customer in question does not need a special purpose license such as the Commercial API License;

(o) provide products which aggregate or hide individual Betfair customer activity normally available to Betfair through individual use of the Betfair API or website without prior written consent from Betfair and without ensuring that they keep a record of that activity. An example would be where a User reads Betfair prices and pushes them out to its customers in such a way that Betfair can no longer see the individual price reading of customers via the Betfair API market refresh services;

(p) allow anyone who is not logged into their Betfair account access to Betfair Data without prior written consent from Betfair; or

(q) provide access to Historical Betfair Data, Historical Betfair Data related products, or any product or service which might enable anyone to create or store data, without a Historical Data License from Betfair. This includes for example providing tools to archive data before a LONDON\SZK\3981239.02 market has been settled as these tools may enable storing and use of data after a market has been settled as well as before it has been settled;

(r) combine Tote and Betfair Exchange betting in a single application unless all bets on Tote markets which are available through Betfair are placed via Betfair's Tote API

2.4 By entering into this Agreement the User hereby agrees to the Betfair Terms and Conditions.

3. WARRANTIES OF THE USER

3.1 The User warrants and undertakes that:

(a) it has full capacity and authority and all necessary licences, permits, IPR rights and consents to enter into this Agreement and any other documents executed by it that may be associated with this Agreement;

(b) this Agreement constitutes valid, binding and enforceable obligations of the User in accordance with its terms;

(c) it shall at all times conduct itself with all due skill, care and diligence, including Good Industry Practice, and in accordance with its own established procedures and all applicable laws, enactments, orders, regulations and other similar instruments;

(d) it shall comply with Betfair's security guidelines and requirements as may be issued by Betfair from time to time whether in writing or otherwise;

(e) it shall comply with the Remote Gambling and Software Technical Standards (and any other relevant requirements) issued by the UK Gambling Commission from time to time. The User should contact Betfair for information on compliance with these standards.

4. ACCESS FEE

4.1 The User agrees to pay to Betfair an access fee in the sum and at the frequency stated in the Term Sheet (the relevant "Access Fee"). Unless otherwise specified prices shall be exclusive of VAT.

4.2 Nothing in this Agreement shall require Betfair to make any payment to the User with respect to this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All IPR in the Betfair API shall belong to Betfair. All IPR in any third party materials shall belong to the third party owner thereof.

5.2 Nothing in this Agreement purports to grant a license, provide any warranty or offer any indemnity in respect of any data that is not owned by Betfair. In the event that the User does require access to any such data, it agrees that it shall enable Betfair an opportunity to secure rights to the same and (if it becomes necessary to do so) the User will cover the costs of securing a licence to the same from the relevant third party data owner or either party may terminate this Agreement immediately.

6. INDEMNITY

6.1 The User shall at its own expense indemnify Betfair against any claim against Betfair alleging an infringement by Betfair of the IPR of any third party arising through the User's use of the Betfair API and pay any final judgement entered against Betfair in respect thereof except if and to the extent that any such claim arises from any breach by Betfair of its obligations under this Agreement.

6.2 Either party shall immediately notify the other party if any claim or demand is made or action brought against it for any infringement or alleged infringement of any IPR which may affect the supply or use of the Betfair API.

6.3 The User will (except in respect of death of or injury to any person resulting from the negligence of Betfair) fully indemnify and keep fully indemnified (including in respect of legal costs and expenses) Betfair, and any corporate body within its Group, against all claims, demands, proceedings, damages, costs, charges, losses and expenses of whatever nature caused by breach by the User, its employees, agents, sub-contractors, of the terms of this Agreement.

7. DATA PROTECTION, PERMISSIONING AND SECURITY

7.1 The User will duly observe all its obligations under the Data Protection Act 1998 and any amendments thereto which arise in connection with this Agreement. In particular the User shall ensure that it has adequate technical (and organisational) security procedures in place to prevent the unauthorised or unlawful disclosure of personal data.

7.2 In order for any person to be able to access the Betfair API in conjunction with a Betfair-related product supplied by the User (a "**Product**"), it is necessary for Betfair to verify to the User that the party in question is registered to use Betfair's services (each such party being a "**Customer**"). For the purposes of such verification (a procedure known as "permissioning"), Betfair will make available to the User "API Permissioning Services" which will enable the User to verify that any party in relation to which personal information has been provided to the User is a Customer ("**Verified Customer Data**"). The User's access to the Betfair API Permissioning Services is supplied in consideration of and conditional upon the User agreeing not to utilise that Verified Customer Data for any purpose other than making Products available to the Customer and for the purpose of providing related support to that Customer. If the User uses the Verified Customer Data for any other purpose, it shall be deemed to be in breach of this restriction and Betfair may immediately terminate this Agreement in accordance with clause 12.1.

7.3 The User acknowledges that the security of Betfair's data and its systems is fundamental to the business of Betfair and if the User becomes aware of a breach or potential breach of security relating to the Betfair API, it shall immediately notify Betfair of such breach or potential breach and use its best endeavours to ensure that any potential breach does not become an actual breach and/or remedy any actual breach and its consequences.

8. CONFIDENTIALITY AND ANNOUNCEMENTS

8.1 During the term of this Agreement and after termination or expiration of this Agreement, the parties shall not use any Confidential Information for any purpose other than in pursuance of its rights and obligations under this Agreement nor disclose any Confidential Information to any person except with the prior written consent of the other party and shall use the same standard of security to prevent the use or disclosure of the Confidential Information as it does for its own Confidential Information.

8.2 The parties may disclose any Confidential Information to their directors, other officers, employees, advisers and sub-contractors to the extent that such disclosure is reasonably necessary and in accordance with the requirements set out in clause 8.1.

8.3 On termination the parties shall (on request) deliver up to the other party or destroy all copies of Confidential Information in its possession, and (if so requested) shall use all reasonable endeavours to destroy all copies of Confidential Information stored electronically.

8.4 The parties shall together determine the content of any communications concerning the relationship between the parties. Such communications shall be issued at a time and in a manner agreed by the parties (acting reasonably).

9. LIMITATION OF LIABILITY AND EXCLUSIONS

9.1 Save as provided by statute and to the fullest extent permitted by law, the following provisions set out the entire liability of Betfair (including any liability for the acts and omissions of its employees, agents

and sub-contractors) to the User whether in contract, tort, statute, equity or otherwise:

(a) The User acknowledges and agrees that (except as expressly provided in this Agreement) the Betfair API is provided "**AS IS**" without warranties of any kind (whether express or implied);

(b) All conditions, warranties, terms and undertakings (whether express or implied, statutory or otherwise relating to the delivery, performance, quality, uninterrupted use, fitness for purpose, occurrence or reliability of the Betfair API are hereby excluded to the fullest extent permitted by law;

The entire liability of Betfair in respect of any breach or default shall be limited to £1,000; and

(c) Betfair shall not be liable to the User for loss of profit (whether direct or indirect), loss of contracts or goodwill, lost advertising, loss of data or any type of special, indirect, consequential or economic loss (including loss or damage suffered by the User as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Betfair had been advised of the possibility of the User incurring such loss.

9.2 No exclusion or limitation set out in this Agreement shall apply in the case of:

(a) fraud or fraudulent concealment;

(b) death or personal injury resulting from the negligence of either party or any of its employees, agents or sub-contractors; and/or

(c) any breach of the obligations implied by (as appropriate) section 12 of the Sale of Goods Act 1979, section 2 of the Supply of Goods and Services Act 1982 or section 8 of the Supply of Goods (Implied Terms) Act 1973.

9.3 The time limit within which the User must institute suit against Betfair to recover on any claim shall be 2 years from the date the User should reasonably have become aware or becomes aware of the relevant breach that would form the subject of the claim.

9.4 This clause 9 shall survive the termination of this Agreement for whatever reason.

10. FORCE MAJEURE

10.1 If either party is affected by Force Majeure it shall notify the other party in writing of the matters constituting the Force Majeure and shall keep that party informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues. Neither party shall have any liability to the other in respect of an event of Force Majeure provided it complies with clause 10.2.

10.2 The party affected by Force Majeure shall take all reasonable steps available to it to minimise the effects of Force Majeure on the performance of its obligations under this Agreement.

11. TERM

This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with clause 12, shall continue until the User ceases to pay the Access Fee specified in clause 4.1 at which time the User will (provided it gives notice of an intention to renew) have 24 hours
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to secure continued access by payment of the next instalment of the Access Fee or the Agreement will terminate.

12. TERMINATION

12.1 A party (the **"Initiating Party"**) may terminate this Agreement with immediate effect by written notice to the other party (the **"Breaching Party"**) on the occurrence of an event specified in clause 12.2.

12.2 The events referred to in clause 12.1 are:

(a) the Breaching Party committing an irremediable material breach of a material obligation under this Agreement;

(b) the Breaching Party committing a remediable material breach of a material obligation under this Agreement and failing to remedy the breach within 10 Business Days of the Initiating Party giving reasonable details of the breach and requiring the Breaching Party to remedy such breach;

(c) the Breaching Party goes into liquidation, either compulsorily or voluntarily or administration or a receiver, administrative receiver, receiver, manager or similar officer is appointed in respect of the whole or any part of its assets, or if Sub-Licensee make an assignment for the benefit of, or a composition or arrangement with, its creditors;

(d) the Breaching Party failing to make a payment by such due date as may be specified in this

Agreement provided always that in relation to any indebtedness of the Breaching Party, the failure to pay when due which shall be deemed a remediable material breach to be determined in accordance with clause 12.2(b) above;

(e) there is a change in control of the User without the written consent of Betfair;

(f) the User is in breach of any of the restrictions set out in clause 2.3 or clause 7.2.

12.3 For the purposes of clause 12.2 a **"material breach"** means a breach which is serious in the widest sense of having a serious effect on the benefit which the Initiating Party would otherwise derive from a substantial portion of this Agreement over the entire remaining period of this Agreement or a reasonable portion thereof and a breach is remediable if the Breaching Party can comply with the obligation within the 10 Business days period in sub-clause 12.2(b).

12.4 Betfair may terminate this Agreement on one month's notice in writing at any time for any reason provided always that it returns any Access Fee payments already made by the User that relate to any period that follows such termination date.

12.5 The User may terminate on a month's written notice at any time for any reason.

13. CONSEQUENCES OF TERMINATION

13.1 Termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued prior to termination.

13.2 On termination of this Agreement all licences granted by Betfair to the User pursuant to this Agreement shall immediately terminate and the User ID shall be disabled for use in connection with the Betfair API.

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13.3 Within 10 days of the termination of this Agreement the User shall at Betfair's sole option return or destroy all copies of the Content in its possession or control and a duly authorised officer of the User shall certify in writing to Betfair that the User has complied with this obligation.

13.4 The expiry or termination of this Agreement for whatever reason shall not affect:

(a) either party's accrued rights and obligations at the date of expiry or termination;

(b) the coming into force or the continuance in force of any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after such expiry or termination.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1 The User shall not assign, novate, declare a trust of or otherwise dispose of this Agreement, or any part thereof, without the prior written approval of Betfair. Betfair may assign this Agreement to any member of its Group.

14.2 The User shall be liable to Betfair for the performance of the User's obligations under this Agreement and for the acts and omissions of its sub-contractors, and where the context requires, references to "the User" in this Agreement shall also include any relevant "sub-contractor".

15. ENTIRE AGREEMENT

Subject to clauses 9.2 and 2.4, this Agreement constitutes the entire and only agreement between the parties with regards to its subject matter and each party confirms that it has not been induced to enter into this Agreement in reliance upon, nor has it been given, any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

16. CUMULATION OF REMEDIES

Subject to the specific limitations set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy except as expressly provided for in this Agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at law or in equity, by statute or otherwise.

17. NO PARTNERSHIP

Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, the parties as a partnership, association, joint venture or other co-operative entity.

18. WAIVER

18.1 No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the parties.

18.2 No failure or delay by a party to exercise any of its rights under this Agreement shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

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19. INVALIDITY AND SEVERABILITY

19.1 If any provision of this Agreement is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:
(a) the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
(b) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,
shall not be affected or impaired in any way thereby.

19.2 If any provision of this Agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity of the remaining provisions shall not be affected. In the event that any such deletion materially affects the interpretation of this Agreement then the parties shall negotiate in good faith with a view to agreeing a substitute provision which as closely as possible reflects the commercial intention of the parties.

20. NOTICES

20.1 Notices and communications shall be considered given or made:
(a) where personally delivered, upon delivery at the address of the relevant party;
(b) where sent by first class post, three Business Days after the date of posting;
(c) where sent by air mail, five Business Days after the date of posting;
where delivered by facsimile or email, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission.

21. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall, except in relation to members of the Betfair Group, not apply to this Agreement and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Act against the parties to it by any other person.

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

22. FURTHER ASSURANCE

Each party shall, upon request from the other, do and execute, or procure that there shall be done and executed, all such documents, deeds, matters, acts or things as that other may at any time require to give it the full benefit of this Agreement.

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the jurisdiction of the courts of England and Wales.

24. EXECUTION AND CHANGES TO AGREEMENT

24.1 If we make significant changes to these API licence terms and conditions we will bring such changes to your attention through a notice and acceptance mechanism at My API Console on the Betfair Developers Program website. It is your responsibility to check these API licence terms & conditions by logging in to My API Console on the Betfair Developers Program website from time to time to ensure that you agree with them and your continued use of the Betfair API will be deemed to be your acceptance of any changes to the terms and conditions.

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SCHEDULE 1

- listCountries
- listCurrentOrders
- listClearedOrders
- listEvents
- listEventTypes
- listMarketBook
- listMarketCatalogue
- listMarketProfitAndLoss
- listMarketTypes
- listTimeRanges
- listVenues
- placeOrders
- cancelOrders
- replaceOrders
- updateOrders

- createDeveloperAppKeys
- getAccountDetails
- getAccountFunds
- getDeveloperAppKeys

- getApplicationSubscriptionToken
- activateApplicationSubscription
- cancelApplicationSubscription
- listAccountSubscriptionTokens
- listApplicationSubscriptionTokens
- getVendorClientId
- getApplicationSubscriptionHistory